

**WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES**

**AGREEMENT BETWEEN**

**BUREAU FOR MEDICAL SERVICES  
AND  
BUREAU FOR PUBLIC HEALTH**

This Agreement, the term of which is July 1, 2021 to June 30, 2022 is between the Department of Health and Human Resources, Bureau for Medical Services, and the Bureau for Public health.

WHEAREAS, amendments to the Social Security Act (§1902(a)(11), as amended by 302(b) of P.L.-90-248) establishes in law a relationship between Title V and Medicaid, Title XIX, by mandating agreements, the Department of Health and Human Resources, the umbrella agency responsible for both entities, establishes the expectation that the Bureau for Medical Services and the Bureau for Public Health/Office of Maternal, Child and Family Health will work together to assure the availability of cost effective, adequately financed, high quality medical care for mutual beneficiaries. This will be achieved:

- a. through the delineation of roles and responsibilities as detailed in this Agreement;
- b. through establishment of quarterly meetings, with agenda setting and agencies rotating chairmanship;
- c. through joint development of policies and strategies that reflect the needs and goals of the Title V, Title X and Title XIX programs;
- d. through working collaboratively to implement these policies in order to meet the needs of women, infants and children in West Virginia; and
- e. through the performance expectation that cooperation, effective and efficient operations will be demonstrated through maximization of agency resources and improved access to health care for women, infants and children.

WHEAREAS, the Bureau for Medical Services (hereinafter BMS) is the single state agency responsible for administration and oversight of the State Plan for Title XIX of the Social Security Act (SSA) of 1965 as amended (Medicaid) services.

WHEAREAS, the Bureau for Public Health, Office of Maternal, Child and Family Health (MCFH) is the agency of state government which is charged with administration of SSA Title V, which establishes the expectation for the state program to assure high quality, comprehensive and coordinated systems of health care for all mothers, children, and their families (§§501-509). MCFH fulfills this expectation through the development, operation, and oversight of programs, such as, but not limited to: Children with Special Health Care Needs, Family Planning (Title X of the SSA), Birth to Three, HealthCheck (EPSDT), Right From The Start, and Breast and Cervical Cancer Medicaid Treatment Act.

WHEAREAS, BMS finds it necessary and useful to the effective and efficient administration of the Medicaid program and State Plan to provide for the administration of certain maternal and child health care programs in MCFH; and that the terms of this Agreement

will provide for maximum utilization of care and services available under MCFH programs and will develop a more effective use of Medicaid resources in financing services to Medicaid-eligible children and mothers.

**WHEAREAS**, this collaboration will contain costs; improve services to eligible recipients by reducing service overlaps or duplications and close gaps in availability of services.

**WHEAREAS**, the Women, Infants and Children (WIC) Program administered by the Office of Nutrition Services within the Bureau for Public Health also maintains a working relationship with MCFH.

**NOW, THEREFORE** in consideration of the foregoing, the parties agree as follows:

**I. MUTUAL RESPONSIBILITIES**

In order to meet the mutual obligations of the Social Security Act (SSA) Title V and Title XIX, the Bureau for Medical Services and Bureau for Public Health agree:

1. To jointly develop policies and strategies which strengthen, develop and support activities to implement agreed upon services for maternal and child populations.
2. To coordinate the development of preventative, training and outreach programs to improve the health care outcomes of women and children.
3. To assure mothers and children access to quality health care services.
4. To identify and collaborate to improve professional medical capacity issues as it negatively impacts patient access.
5. Confer on data exchanges in order to meet state and federal reporting requirements.
6. Share information regarding Title V, Title X, WIC and Title XIX programs as appropriate under state and federal laws and regulations. Agree that data used for program reporting or planning will be aggregate data as required by law. Client specific information can be exchanged between Bureaus on an as needed basis, but is not for external distribution. All data will be held confidential according to all applicable Federal, State, DHHR, and Bureau confidentiality and privacy policies.
7. Confer on issues of outreach and recipient referral.
8. Provide notification to recipients of Title V, Title X, WIC and Title XIX services of services available to them under the other programs and refer them, if they desire, to appropriate services.
9. Promote cooperation between private, voluntary and public agencies in providing health services.
10. Exchange informational or progress reports in an agreed upon format, as needed. These reports may be service issues, enrollment, operations, or utilization or expenditure reports.

## **II THE BUREAU FOR MEDICAL SERVICES WILL**

1. Retain all policy and regulatory responsibility for the Medicaid (SSA Title XIX) components of above cited programs, specifically but not limited to all issuances or determinations pertaining to provider qualifications, recipient eligibility, reimbursement, service coverage and limitations, utilization review and monitoring and any other issuances or reports necessary for federal compliance. BMS shall set Medicaid program limits and fees.
2. Transfer administrative and operational responsibility, as herein provided and as applicable, for the above cited programs to MCFH. BMS will monitor costs of said programs and confer with MCFH regarding said Medicaid costs of said programs.
3. Subject to the availability of funds for said programs, reimburse MCFH for administrative costs for those programs pursuant to a budget submitted annually prior to July 1 of each fiscal year for administration of these programs.
4. Provide to MCFH such Medicaid federal regulations and policies necessary for administering said programs as well as review all proposed or draft materials developed as part of its responsibilities.
5. Refer any complaints regarding practices and standards of service to MCFH.
6. Conduct provider appeals in accordance with BMS policy.
7. Serve as the contact for these programs with the Centers for Medicare and Medicaid Services (CMS) staff.
8. Provide financial information regarding claims payments for program services based on an agreed format and content. BMS is responsible for Medicaid claims processing and payment.
9. Enroll and assign Medicaid provider numbers to service providers who meet enrollment criteria established by BMS, and meet MCFH certified qualifications, and are recommended for enrollment by MCFH.

## **III BUREAU FOR PUBLIC HEALTH, OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH WILL:**

1. Administer health programs that meet national standards of practice. To achieve this performance expectation, MCFH will convene regular Medical Advisory meetings to seek procedural guidance.
2. Recruit and recommend to BMS qualified service providers, as outlined in separate agreements, to assure access without unnecessary duplication. MCFH will certify the qualifications of those providers recommended for enrollment to BMS.
3. Invoice BMS for allowable administrative costs as reflected in separate agreements.

4. Periodically inspect, monitor, respond to complaints and verify provider compliance with provider agreements, program manuals, and program instructions. Assure services are provided to recipients in accordance with the medical practice standards, as verified by on-site monitoring.
5. Advise BMS of provider issues that might involve disallowance, improper use of resources, etc.
6. Maintain provider files, information and reports necessary for the determination of compliance with established program standards and provide to BMS as requested.
7. As a result of on-site monitoring, provide technical assistance to providers.
8. Distribute to providers appropriate Medicaid regulations and policies.
9. Supply providers with policies for recipients to request and receive a fair hearing when services are suspended, reduced or terminated.
10. Train providers in program service requirements, the process for service delivery, documentation requirements and billing procedures, changes in policy, etc.
11. Repay any MCFH program administrative funds, as provided in specific program agreements, that are disallowed as a result of federal and/or state audit.
12. Serve as the contact for these programs with the Health Resources and Services Administration (HRSA), the Federal authority administering Title V.
13. MCFH and WIC will accept income verification by other entities within DHHR, as proof of income eligibility. Further, WIC will continue to accept verification of Medicaid, TANF or Food Stamp eligibility as eligibility for program services and provide notice to Medicaid eligible individuals of the availability of WIC benefits.
14. MCFH will provide pregnancy verification necessary to facilitate pregnant patient access to obstetrical care and health care financing including Medicaid.
15. MCFH will operate toll-free lines which are advertised statewide as a means of improved access to care. MCFH personnel, registered nurses/social workers, will respond to telephone requests for information and the location of services and providers. MCFH will maintain its link with the statewide data base to ensure response capability as it relates to all resources, by county, beyond the scope of health care.
16. Assure that staff responding to toll-free queries is trained, that referrals are tracked, and that independent quality assurance monitoring occurs using random sampling.

#### **IV ADMINISTRATION**

This Agreement shall be administered by the Bureau for Medical Services and Bureau for Public Health. The Commissioners of these Bureaus or his/her designees shall serve as the administrators of the Agreement upon execution. The administrators shall be

responsible for all matters related to the Agreement. BMS and MCFH shall designate an individual to serve as a primary liaison in carrying out the terms of this Agreement; provide for the exchange of reports, jointly review and evaluate policies and periodically review the terms of this Agreement.

## **V NOTICES**

Any notice required under this Agreement shall be deemed sufficiently given upon delivery, if delivered by hand (signed receipt obtained) or three (3) days after posting if properly addressed and sent certified mail receipt requested. Notices shall be addressed as follows:

For Bureau for Public Health:

Commissioner for Bureau for Public Health  
Room 702  
350 Capitol Street  
Charleston, WV 25301-3712

For Bureau for Medical Services:

Commissioner for Bureau for Medical Services  
Room 251  
350 Capitol Street  
Charleston, WV 25301-3706

Said notices become effective on the day of receipt or the date specified within the notice, whichever comes later. Either party shall be notified of an address change in writing.

## **VI CONFIDENTIALITY**

The parties agree to maintain and safeguard the confidentiality of client-specific information or protected health information (PHI) obtained pursuant to the terms of this Agreement and in accordance with the confidentiality requirements of SSA 1902(a)(7) and 42 CFR Part 431, Subpart F, applicable federal and state laws, DHHR procedures and policies regarding confidentiality and disclosure of information. The parties agree to abide by the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR Parts 160 to 164, as appropriate, and assure that they will not use or further disclose PHI in a manner that violates the requirements of 45 CFR Parts 160 and 164. MCFH agrees to perform all functions required of a HIPAA business associate by 45 CFR Parts 160 and 164.

Employees and agents shall have access to private and confidential data maintained by the State to the extent necessary to carry out its responsibilities pursuant to the Agreement. The parties accept responsibility for providing adequate supervision and training to its agents and employees to ensure that confidentiality is maintained. The parties agree that data used for program reporting or planning will be aggregate data as required by law. Client specific information can be exchanged between Bureaus on an as needed basis, but is not for external distribution. No private or confidential data

collected, maintained or used during the course of the Agreement period shall be disseminated except as authorized by statute either during the Agreement period or thereafter.

Information may be disclosed in summary or other forms which do not identify particular individuals if such information is in compliance with applicable Federal and State regulations.

## **VII NON-APPROPRIATION OF FUNDS**

If BMS is not allotted funds in any succeeding fiscal year for the continued use of the services referenced in this Agreement and specified in MCFH/BMS Agreements, BMS may terminate the Agreement at the end of the affected current fiscal period without further charge or penalty. BMS shall be obligated to pay all charges incurred through the end of the then fiscal year at which time this Agreement and the companion agreements shall terminate. BMS shall give the MCFH written notice of such non-allocation of funds as soon as possible after BMS receives notice of such non-allocation. No penalty shall accrue to BMS in the event this provision is exercised.

## **VIII GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of West Virginia and SSA Title V and Title XIX.

## **IX CHANGES IN SCOPE AND MODIFICATION**

Formal amendments will be negotiated by the parties whenever necessary to address changes in terms and conditions, cost of services, scope of work included under this Agreement or companion agreements. No change in scope is to occur except with the approval of the parties. This Agreement may be expanded, modified, or amended at any time by mutual agreement of the parties. Any modification, alteration, variation, amendment or waiver of any provisions of this Agreement shall be valid only if they are in writing, duly executed by both parties hereto and attached to the executed original of the Agreement.

## **X SUBCONTRACTS**

Either party may enter into written subcontracts for performance of work referenced in this Agreement. Subcontracts that expend funds specifically referenced in companion contracts must receive prior written consent of BMS, unless otherwise negotiated in said companion contracts.

All said subcontracts shall be in writing. No approval of any subcontracts shall in any event or in any manner be deemed to provide for the incurring of any obligation in excess of or in addition to the compensation provided in agreements referenced hereunder.

## **XI RENEWAL**

This Agreement will be renewed for successive periods of one (1) year unless either party to the Agreement gives written notice of the intention not to renew the Agreement at least thirty (30) days in advance of the end of the period.

**XII TERMINATION**

This Agreement may be terminated for any of the following reasons:

1. By mutual agreement of the parties upon thirty (30) days written notice.
2. For the convenience of the parties upon thirty (30) days prior notice.

This Agreement becomes effective as herein provided and will continue in force until such time as modified or terminated as above provided.


**XIV ENTIRE AGREEMENT**

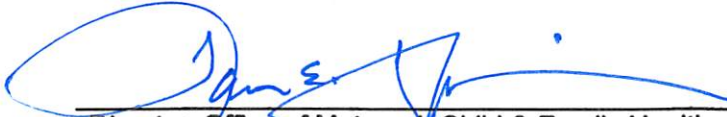
This Agreement constitutes the entire agreement between the parties. No amendment or other modification changing this Agreement shall have any force or effect unless it is in writing and duly executed by the parties. Said modification will be incorporated as a written amendment to this Agreement.

**AGREEMENT ACCEPTANCE BY SIGNATURE**

  
 \_\_\_\_\_  
 Secretary, Department of Health and Human Resources 07/16/2021  
Date

Cynthia Beane, MSW,  
 LCSW Digitally signed by: Cynthia Beane, MSW, LCSW  
 DN: CN = Cynthia Beane, MSW, LCSW email = cynthia.e.beane@wv.gov C = US O = Medical Services OU = WV DHHR  
 Date: 2021.05.12 09:11:46 -05'00'  
 \_\_\_\_\_  
 Commissioner, Bureau for Medical Services 05/12/2021  
Date

  
 \_\_\_\_\_  
 Commissioner, Bureau for Public Health 06/30/2021  
Date

  
 \_\_\_\_\_  
 Director, Office of Maternal, Child & Family Health 05/13/2021  
Date

  
 \_\_\_\_\_  
 Director, Office of Nutrition Services May 12, 2021  
Date