

MEMORANDUM OF UNDERSTANDING

Between

**The Department of Health and Human Services
Maine Center for Disease Control and Prevention
Maternal and Child Health Program (Maine CDC)
and**

**The Department of Health and Human Services
Office of MaineCare Services (OMS)**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to create an agreement between the Department of Health and Human Services' Maine Center for Disease Control and Prevention (Maine CDC) and the Department of Health and Human Services' Office of MaineCare Services (OMS) to promote the health of women, children and families throughout the State of Maine without duplication of efforts and in a cost-efficient manner.

II. Introduction/Background

The Social Security Act, 42 USC 709, §§ 509(a)(2) and 1902(a)(11)(B), require the State Medicaid and Maternal and Child Health Programs to enter into a cooperative agreement. The Maternal and Child Health population includes women of child-bearing age, infants up to age one, children, adolescents and children with special health needs. This MOU provides a mutual understanding and commitment for the parties to work cooperatively and collaboratively to provide health care services which are accessible and affordable to families in Maine.

III. Roles and Responsibilities

A. Maine CDC Maternal and Child Health Program (Maine CDC) will:

1. Conduct a needs assessment every five years. Collect and analyze health data and identify needs related to health services for Maine CDC's Maternal and Child Health Program's population.

2. Develop and monitor the implementation of Maine CDC contracts that use Maternal Child Health Program/Maintenance of Effort (MOE) funds.
3. Provide input into the development of standards and guidelines, along with training, as needed, to health care providers as it relates to Maine CDC's Maternal and Child Health Program.
4. Plan, collect, analyze, interpret and report data demonstrating the effectiveness of Maine CDC's Maternal and Child Health Program services and the impact on the health status of the Maternal and Child Health Program population.
5. Participate in projects related to Maine CDC's Maternal and Child Health Program MCH facilitated by OMS.
6. Coordinate with OMS programs like Early and Periodic Screening, Diagnostic and Treatment, to promote awareness and facilitate referrals to OMS programs.

B. The Office of MaineCare Services (OMS) will:

1. Coordinate with Maine CDC's Maternal and Child Health Programs to promote awareness and facilitate referrals to MCH Programs such as Public Health Nursing, Maine Families Home Visiting and Women, Infants and Children (WIC).
2. Provide a dataset of MaineCare and birth certificate data linked annually to:
 - a. Identify live births paid by OMS.
 - b. Assess maternal characteristics of mothers with MaineCare-paid live births, their behaviors during pregnancy and at delivery, and related birth outcomes.
 - c. Compare pregnancy risks and birth outcomes between the MaineCare and non-MaineCare populations.
 - d. Link matched MaineCare-Birth data to other data sources, with permission (e.g., Pregnancy Risk Assessment Monitoring System (PRAMS), WIC) to obtain a wide variety of information.
3. Participate in projects related to maternal and child health facilitated by the Maine CDC's Maternal and Child Health Programs.

C. Maine CDC and the OMS will:

1. Collaborate and coordinate activities, as appropriate and feasible, between OMS and Maine CDC in relation to the Maternal and Child Health Block Grant (MCH BG) and other maternal and child health activities which affect MCH populations and providers, including managed care, federal waivers and coordination with related state initiatives.

2. Cooperate in reviewing and implementing fiscal policies that affect MCH populations and providers, including, for example, payor of last resort and third-party reimbursement protocols and provider certification.
3. Meet on a regular basis to share information, discuss and resolve issues and promote coordinated long-range planning.
4. Promote health services for all families in need of service.
5. Coordinate programming and services between the Maine CDC and MaineCare to ensure services aren't duplicative or contradictory, whenever possible.
6. Designate one or more staff to assume responsibilities of serving as the liaison and coordinator of activities under this MOU.
7. Participate in shared training, educational and technical assistance activities to maintain and improve services and coordination of programs.
8. Share relevant data as it pertains to programming needs.
9. Identify and eliminate gaps in necessary resources, reduce duplication and identify and eliminate barriers to health services.
10. Develop and implement messaging that will focus on the continuity of care for populations transitioning from one level of care to another. Examples include but are not limited to: children aging out of early intervention services, youth with special health care needs transitioning from pediatric to adult care, youth aging out of the foster care system and parents transitioning from incarceration to the community.
11. Review this MOU annually and make changes as necessary.

IV. Term of Agreement

This MOU will be effective from the date of the last signature until September 30, 2025. The MOU shall be reviewed annually to ensure that it continues to meet the needs and priorities of both agencies. The MOU may be amended or revoked at any time at the request of either party, in writing, with 30 days' notice to the other party.

V. Payment Details


There is no monetary value associated with this MOU.

VI. Confidentiality

To the extent that the services carried out under this Agreement involve the use, disclosure, access to, acquisition or maintenance of information that actually or reasonably could identify an individual or consumer receiving benefits or services from or through the Department ("Protected Information"), Maine CDC and OMS agree to a) maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations and Department policy, b) contact the Department within 24 hours of a privacy or security incident that actually or potentially could be a breach of Protected Information and c) cooperate with the Department in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information. To the extent that a breach of Protected Information is caused by Maine CDC or OMS or one of its subcontractors or agents, Maine CDC or OMS agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by the Department as a result of such breach.

VII. Signatures

For the Department of Health and Human Services:




Jeanne M. Lambrew
Commissioner

7-16-20

Date

For the Maine Center for Disease Control and Prevention




Nirav D. Shah
Director

9/16/2020

Date

For the Office of MaineCare Services

DocuSigned by:

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Michelle Probert
Director

Date