MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this day of 15th day of April, 2004 in consideration of the mutual covenants and promises set forth hereinafter between the Oklahoma State Department of Health, hereinafter referred to as the OSDH, and the Oklahoma Department of Human Services, hereinafter referred to as the OKDHS. This Agreement is made by virtue of the authority vested in Title 74, O.S. 1991, section 581. The term of this Agreement shall be for Federal Fiscal Year 2005, beginning October 1, 2004, and ending September 30, 2005.

Purpose of this Agreement is as follows: Whereas, the State of Oklahoma has designated the OSDH and the OKDHS as the agencies responsible for the Maternal and Child Health (MCH) Block Grant, Title V of the Social Security Act, as authorized under the federal Omnibus Reconciliation Act of 1989, and the OKDHS has been designated by the State of Oklahoma as the state agency pursuant to Title 10, O.S. Supp. 1995, Section 175.5 to administer the Children with Special Health Care Needs (CSHCN) Program, which is a portion of the federal MCH Block Grant, the OKDHS and the OSDH will jointly seek to provide services to the CSHCN population of the State of Oklahoma. The allocation percentages of program funds pursuant to 42 U.S.C., Section 705 (a)(3)(B) shall result in the distribution of 30 percent of the MCH Block Grant for CSHCN program services. The allocation of administrative funds pursuant to 42 U.S.C. Section 704 (d) shall result in the distribution of an amount not to exceed 3 and 1/3 percent of the MCH Block Grant for administrative costs incurred in the administration of the CSHCN Program.

The Terms of this Agreement are as follows:

The OKDHS agrees to:

1. Develop and carry out a program for children with special health care needs in accordance with all applicable Federal and State requirements that govern the MCH Block Grant including capturing existing data or developing/identifying systems to capture data for reporting on national and state specific performance measures in the Title V electronic information system.

2. Participate in monthly coordination meetings with MCH Service and other meetings as are necessary to assure collaboration between Title V services for children with special health care needs and Title V services for pregnant women, mothers, infants, and children and to assure collaboration on the Title V Annual Report and Application process.

3. Designate the Division Director of Family Support Services Division (FSSD) as the Title V CSHCN Director. Further, to provide sufficient support and staff to ensure the careful and prudent operation of the CSHCN Program to meet national and state specific performance measures stated in the MCH Block Grant Application.
4. Commit to the use of all the available resources of the OKDHS to ensure systems development and to provide access to comprehensive community-based systems of care for children with special health care needs and their families by offering fully integrated and comprehensive services to the total family within a documented service plan statewide in all OKDHS Human Service Centers.

5. Identify clear lines of responsibility and supervision for the CSHCN Program to improve coordination of CSHCN administered programs with all other OKDHS services targeted for this same population. Further, to increase the infrastructure building activities of the CSHCN Program with an overall goal of full integration of all OKDHS programs to meet the needs of the CSHCN population and their families.

6. Be responsible for the development of the CSHCN portion of the annual block grant application and report by submitting the CSHCN portion in accordance with a timeline mutually negotiated between MCH Service and the CSHCN Program. Upon request, MCH Service will coordinate with the CSHCN Program in the development of the CSHCN portion. The OKDHS designates Frank Gault as its CSHCN contact person with whom MCH will coordinate. In the event the CSHCN Program does not submit the required CSHCN portion in accordance with the agreed upon timeline, the OSDH will submit the annual application and report noting information is not available.

The annual application and report shall follow the guidelines as issued by the Health Resources and Services Administration (HRSA), Maternal and Child Health Bureau (MCHB). The OKDHS will draft the response to any conditions placed on the CSHCN portion of the MCH Block Grant Application and submit to OSDH within the allowed timeframe for submission to MCHB.

7. Expend funds covered under this Agreement in accordance with the approved annual block grant application and budget, which are incorporated herein by reference. The OKDHS shall insure compliance with the state matching and maintenance of effort requirements applicable to the OKDHS share of block grant funds received in accordance with this agreement.

8. Ensure strict adherence to Federal, State, Agency and Division contracting procedures that include monitoring activities and claims auditing activities by the OKDHS staff including but not limited to FSSD, Office of Finance, and Office of Inspector General (OIG) Audit Unit.

The OSDH agrees to:

1. Coordinate with the OKDHS in the development of the CSHCN portion of the annual block grant application and report and to designate Suzanna Dooley its contact person to whom the OKDHS will provide all requested information. Timelines will be established by MCH Service and the CSHCN Program to assure the application and report are prepared and submitted in accordance with the guidelines issued by the HRSA, MCHB. In the event MCH Service does not submit its required portion in accordance with agreed upon timeline, the OKDHS will submit its portion of the annual application and report noting information is not available.
2. Participate in monthly coordination meetings with the CSHCN Program and other meetings as are necessary to assure collaboration between Title V services for pregnant women, mothers, infants, and children with Title V services for children with special health care needs and to assure collaboration on the Title V Annual Report and Application process.

3. Make CSHCN funds directly available to the OKDHS for program activities and administrative costs with payments to be made monthly or quarterly based on the request from the OKDHS to the OSDH. The parties understand that the funding amount of this Agreement is based on appropriation information provided by the Department of Health and Human Services and is contingent upon the actual Block Grant Fund Award. The OKDHS will send to the OSDH sufficient information for a Request for Draw against LOC#7508 V 790. Upon receipt of funds from the electronic transfer process, the amount allocated to the OKDHS will be deposited on an official depository fund to Fund 340, Agency 830, Source Code 55101m by the OSDH and the deposit will be submitted to the Office of State Treasurer. The OSDH will send a copy of the official depository form to the OKDHS, Chief Financial Officer for Finance.

Audit Clause: The OKDHS shall comply with all audit requirements as may be required for the Block Grant. The OKDHS shall be fiscally accountable for any audit exceptions that occur or disallowance imposed by the Federal Granting Authority regarding program and administrative costs related to those CSHCN activities that are carried out or contracted for by the OKDHS. The OSDH shall be fiscally accountable for any audit exceptions that occur or disallowance imposed by the Federal Granting Authority regarding program and administrative costs related to those activities that are carried out or contracted for by the OSDH. The OKDHS agrees to maintain records and supporting documentation, including an acceptable form of personnel time and effort for validation of costs billed to the OSDH, as specified in the OMB Circulars A-102, A-87, A-133, as applicable. The parties hereto agree to allow the State Auditor's Office, the other party hereto or its authorized representative access to the records, books, documents accounting procedures, practices or any items of the services provided relevant to this contract for purpose of audit, examinations, etc.

Equipment and Other Purchases: The OKDHS is approved to purchase items of equipment under the provisions of the federal Title V MCH management procedures. All inventory, maintenance and repair of items shall be the responsibility of the OKDHS. Title to such items of equipment shall be maintained in the OKDHS.

Cancellation of Clause: This Agreement shall be in force until expiration date, or until thirty (30) days after notice has been given by the OSDH or the OKDHS of its desire to terminate the Agreement. Notification of cancellation shall be by Certified Mail to the business address of record.
Modification: This Agreement may only be modified in writing and agreed to by both parties hereto.

Assignment and Delegation Clause: The responsibilities of the OKDHS within this Agreement are unique and may not be subcontracted either formally or informally without the prior written approval by OSDH.

Access to Records: Each party hereto agrees to maintain all supporting documentation and required records including an acceptable form of personnel time and effort for validation of costs for five years in accordance with generally accepted audit standards (GAAP/GAS).

Statement of Responsibility and Liability: Each party intends that each shall be responsible for its own intentional and negligent acts or omissions to act.

APPROVED:

Representing the Oklahoma State Department of Health as legal signatory

JAMES M. CRUTCHER
James M. Crutcher, M.D., M.P.H.
Commissioner of Health and State Health Officer

Date: 6/4/04

Representing the Department of Human Services as legal signatory

JANET B. BALLARD
Howard Hendrick
Director
Department of Human Services

Date: 5/10/04