

Memorandum of Agreement

Between the

Department of Public Health and Social Services Division of Public Health/Bureau of Family Health and Nursing Services

And the

Department of Public Health and Social Services Division of Public Welfare

WHEREAS, DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH AND NURSING SERVICES (BFHNS) and DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF PUBLIC WELFARE (DPW) desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative;

WHEREAS, Federal laws and regulations mandate cooperation between the DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES division responsible for the admission and/or supervision of both Title V and Title XIX of the Social Security Act (SSA). The following specific sections delineate the authority and intent of this Agreement:

A. Legislative

- (i) Title XIX of the SSA [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 and Title funded project by Title XIX for services and care provided to Medicaid consumers; and
- (ii) Title V of the SSA [§505(5)SF] provides for a) 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 establishment of periodicity and content standards for EPDST 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, development 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 medical assistance under subparagraph (A) and (B) of Section 1902 (1)(1) and, once identified, to assist them in applying for such assistance.

B. Regulatory

- (i) 42 CFR 431.615 required 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.

WHEREAS, the purpose of this agreement is to:

1. Enable the BFHNS and DPW to carry out the mandate of cooperation contained in the related provision of the federal statutes and regulations;
2. Formalize and strengthen the relationship between BFHNS and DPW in areas of mutual interest and concern;
3. Avoid duplication of effort;

4. Improve access to Title XIX (Medicaid), Title XXI (SCHIP) and Title V (Maternal and Child Health) Programs for uninsured clients;
5. Enhance the quality of MCH services; and
6. Enhance program coordination and information exchange to the extent possible.

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

SECTION I – BFHNS SHALL:

- A. Will refer possible Medicaid and SCHIP clients to Medical Social Services for eligibility screening.
- B. Provide upon request readily available MCH data.
- C. Designate program staff with the responsibility to ensure the coordination of services, outreach and education provided by each program, including but not limited to, MCH program, Medicaid and SCHIP.

SECTION II- DPW SHALL

- A. Encourage Title V to screen families for eligibility for Medicaid benefits; to inform potentially eligible of services available through Medicaid program and refer families to the appropriate eligibility office.
- B. Provide upon request at no cost readily available DPW data related to Medicaid clients, or other similar information to assist BFHNS in accomplishing its mission.
- C. Designate program staff with the responsibility to ensure the coordination of services, outreach and education provided by each program, including but not limited to, MCH program, Medicaid and SCHIP.

SECTION III – MISCELLANEOUS ADMINISTRATIVE

- A. The Government's representative for administration of this agreement is:

MARGARITA B. GAY, RN, MN
Administrator, Bureau of Family Health & Nursing Services
Department of Public Health & Social Services
123 Chalan Kareta, Mangilao, Guam 96913
- B. The parties may, at any time, mutually agree to make changes in the services performed hereunder. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only when they have been produced in writing, duly signed and attached to the original of this agreement.
- C. The headings under this agreement are for convenience only and are not a substantive part of this agreement.
- D. All equipment purchased hereunder shall be and remains the property of BFHNS and may be used by BFHNS without any additional cost to BFHNS.
- E. BFHNS assumes no liability for any accident or injury that may occur to the contractor, its employees, agents or personal property.
- F. All notices or other communications required or permitted under this agreement shall be considered duly given if sent by certified or registered mail, return receipt requested, to the party at the last known address.

SECTION IV – PAYMENT PROCEDURE

No payment shall be made to either party by the other party as a result of this Agreement, except for system changes required to provide data for the requesting party.

SECTION V – TERMS OF AGREEMENT

This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. Review of this Agreement by both parties in a joint meeting must occur at least annually. This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice.

SECTION VI – FORCE MAJEURE

A. Neither party shall be responsible for delays or failures in its obligations herein due to a cause beyond its reasonable control. Such cases shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, unavailable raw materials, power or telecommunications, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

SECTION VII – NONDISCRIMINATION

This agreement shall be performed in accordance with the provision of Title VI and VII of the Civil Rights Act of 1964 and of Title V of the National Rehabilitation Act of 1973. No person shall, on the grounds or race, color, age, national origin, sex or handicap, be subject to discrimination under the Program.

SECTION VIII – GOVERNING LAW

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of Guam.

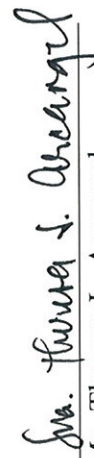
SECTION IX – SEVERABLE PROVISIONS

If any provision of this agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken from the agreement and the agreement shall be enforced according to its validity and subsisting terms and provisions.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated by their respective names.


Dr. Suzanne Kaneshiro
Chief Public Health Officer, DPH

Date: 7/14/15


Ma. Theresa L. Arcangel
Chief Human Services Administrator,
DPW

Date: 7/14/15


James W. Gillan
Director, DPHSS

Date: 7.14.15