

**MEMORANDUM OF UNDERSTANDING (MOU)**

**Between**

**The New Jersey Department of Health and Senior Services,  
Division of Family Health Services**

**And**

**The New Jersey Department of Human Services,  
Division of Medical Assistance and Health Services**

**“Administration of Maternal Child Block Grant Programs”**

**WHEREAS**, the New Jersey Department of Health and Senior Services (DHSS), Division of Family Health Services (FHS), is responsible for administering a program of maternal and child health services (administered under Title V Maternal and Child Health Block Grant), pursuant to N.J.S.A. 26:1A-37; and

**WHEREAS**, the New Jersey Department of Human Services (DHS), Division of Medical Assistance and Health Services (DMAHS), is responsible for administering the Medicaid Program, pursuant to N.J.S.A 30:4D-5; and

**WHEREAS**, the DHSS and DHS are committed to promoting quality health care services for low-income children, pregnant women and children with special health care needs, including primary and preventive health services; and

**WHEREAS**, the DHSS and DHS are interested in coordinating and enhancing efforts, streamlining application processes, reducing duplicative efforts, and ensuring compliance with federal and state laws and regulations and the appropriate use of public funds; and

**WHEREAS**, the following programs are administered under the Maternal Child Health Block Grant and the subject of this MOU: (1) Special Child Health Services (Case Management); (2) Asthma/Cystic Fibrosis Pharmaceutical Assistance Program (Case Management); (3) New Jersey Early Intervention System; (4) Child Health; (5) HealthStart; and (6) Childhood Lead Poisoning Prevention Surveillance System (CLPPSS);

NOW THEREFORE, it is agreed:

**A. Responsibilities of both DHSS and DHS:**

**Both DHSS and DHS shall:**

1. Coordinate departmental policies/procedures that impact health care services or the delivery of health care services to maternal and child health populations, including children with special health needs.
2. Share information regarding case management services, as permitted by applicable laws, and coordinate case management services, when appropriate, with all interested parties including Medicaid HMO case managers.
3. Notify each other of any changes in criteria or standards relating to the provision of services pursuant to the Maternal Child Health Block Grant, prior to the enforcement of such changes.
4. Notify each other of any known changes in federal or State statutes, regulations, or policies that would impact programs that are administered under the Maternal and Child Health Block Grant.
5. Identify how the two departments can work together to identify individuals in the maternal and child health population, including children with special health care needs, in need of medical and remedial services.
6. Identify areas where the departments could share or maximize staff expertise.
7. Share appropriate and relevant aggregate data affecting health status or the delivery of health care services to the maternal and child health population, including children with special health care needs.
8. Meet at least annually to review any proposed revisions regarding case management services.
9. Agree that the use or disclosure of any individually identifiable health information concerning program participants shall be limited to purposes directly connected with the administration of each agency's programs or provision of supports and services, and prevent any unauthorized use of protected health information in accordance with applicable federal, State, and local laws including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 104-191.
10. Establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data resulting from the administration of maternal and child health programs.

**B. Responsibilities of DHSS relating to the following programs:**

1. **Special Child Health Services (SCHS) (Case Management):**

**DHSS shall:**

- (i) Ensure that the SCHS case management network is available for the provision of case management services for children with special health care needs, from birth to twenty one (21) years of age and
- (ii) Establish quality measurements for appropriate outcomes.

2. **Asthma/Cystic Fibrosis Pharmaceutical Assistance Program (Case Management):**

**DHSS shall:**

- (i) Determine applicant's eligibility, approve application, issue contract and program card to eligible participant for the asthma/cystic fibrosis pharmaceutical assistance program,
- (ii) Provide technical assistance and support to program participants and pharmacists as needed,
- (iii) Monitor monthly expenditures reported by DHS and UNISYS,
- (iv) Approve/deny payment for monthly program expenditures and track expenditures,
- (v) Maintain hard copy files of applications and monthly Medicaid billing and
- (vi) Coordinate with DHS to ensure timely and accurate program operation.

3. **New Jersey Early Intervention System (NJEIS):**

**DHSS shall:**

- (i) Act as the primary contact with the Project Manager of Covansys who is the vendor responsible for Medicaid fund recovery,
- (ii) Ensure that early intervention services agencies comply with NJEIS criteria,
- (iii) Provide assistance and input to DHS for the development of Medicaid manuals, rules and regulations, relating to the Early Intervention Medicaid Initiative (EIMI),

- (iv) Develop procedures for the monitoring of EIMI,
- (v) Assure that State matching funds are available through NJEIS and
- (vi) Report to DHS, the costs of DHSS' administrative activities that are reasonable and necessary to support the requirements of EIMI.

4. Child Health:

DHSS shall:

- (i) Provide support to and collaborate with DHS on education, training, and program development relating to lead poisoning prevention and
- (ii) Promote and facilitate enrollment of children, as appropriate, into Medicaid and/or NJ FamilyCare.

5. HealthStart:

DHSS shall:

- (i) Provide HealthStart maternity certification, recertification, and decertification services and
- (ii) Update HealthStart maternity guidelines.

6. Childhood Lead Poisoning Prevention Surveillance System (CLPPSS):

DHSS shall:

- (i) Match lead registry records to Medicaid enrollment records on a quarterly basis,
- (ii) Provide matched file to DHS on a CD-ROM,
- (iii) Destroy/erase all source files and
- (iv) Ensure quality monitoring of lead information, inspections and abatements.

**C. Responsibilities of DHS relating to the following programs**

1. Asthma/Cystic Fibrosis Pharmaceutical Assistance Program (Case Management):

DHS shall:

- (i) Monitor UNISYS, abstract monthly expenditures for clients billed to "5801" code,
- (ii) Forward monthly expenditures, in form of hard copy report, to DHSS for review and approval,
- (iii) Process payment to UNISYS and Medicaid-participating pharmacy vendors and
- (iv) Coordinate with DHSS to ensure timely and accurate program operation.

2. New Jersey Early Intervention System (NJEIS):

DHS shall:

- (i) Provide NJEIS with updates and changes to Medicaid rules and regulations, as necessary,
- (ii) Provide technical assistance, as needed, regarding requirements and specification for claims submission, processing and data reporting for Early Intervention Medicaid Initiative (EIMI),
- (iii) Submit claims to the federal government to draw down federal Medicaid funding for services provided under EIMI and
- (iv) Assist DHSS in maximizing federal reimbursement for the costs of allowable administrative activities.

3. Child Health:

DHS shall:

- (i) Provide support to and collaborate with DHSS on education, training, and program development relating to lead poisoning prevention and
- (ii) Use the child care setting or environment as another access point for getting information out about NJ FamilyCare, lead screening, and issues relating to children with special needs in typical child care settings,

medical home, well child visits/Early Periodic Screening Diagnosis and Treatment (EPSDT).

4. HealthStart:

DHS shall:

- (i) Enroll maternity providers into Medicaid billing system as HealthStart provider, and
- (ii) Maintain and update Medicaid manual, rules and regulations, as necessary.

5. Childhood Lead Poisoning Prevention Surveillance System (CLPPSS):

DHS shall:

- (i) Provide CD-ROM file on children in all DMAHS-administered programs to DHSS and
- (ii) Agree to use matched file from DHSS to improve lead screening efforts and case-manage children with elevated lead levels.

D. Terms of Agreement:

- (i) Subject to any rights of termination set forth in this agreement, this MOU shall become effective upon signing by both parties and shall remain valid throughout the duration of the maternal and child health programs listed above.
- (ii) This MOU shall supersede any and all other prior agreements between DHSS and DHS with regard to the subject matter of this MOU.
- (iii) During the term of this MOU both parties shall comply with all federal, State and municipal laws, rules and regulations generally applicable to the activities performed pursuant to this MOU.
- (iv) Each party is an independent entity and neither party shall hold itself out as an agent, partner or representative of the other.
- (v) This MOU may not be assigned without the prior written consent of both parties.
- (vi) The laws of the State of New Jersey shall govern this MOU.

- (vii) This MOU may be terminated by either party, with or without cause, upon thirty (30) days advance written notice.
- (viii) Any amendments to this MOU require the consent of both parties and shall be in writing.
- (ix) DHSS and DHS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

**E. Authorized Representatives:**

- (i) The parties' authorized representatives for the purposes of administration of this MOU are the signatories to this MOU or their designees.
- (ii) The principal contacts for all notifications required or otherwise necessary under this MOU shall be as follows:

**For DHSS:**

Judy Tan  
Division of Family Health Services  
P.O. Box 364  
Trenton, NJ 08625-0364  
Tel: (609) 633-1024

**For DHS:**

Davida White Pettaway  
Division of Medical Assistance and  
Health Services  
Office of Provider Relations/  
Community Health and Outreach  
Services  
P.O. Box 712, Mail Code 15  
Trenton, NJ 08625-0712  
Tel: (609) 588-2718

We, the undersigned, consent to the contents of this MOU:

Department of Health and Senior Services  
Division of Family Health Services



Celeste Andriot Wood  
Assistant Commissioner  
Division of Family Health Services

Date: 8/5/05

Department of Human Services  
Division of Medical Assistance and  
Health Services



Ann Clemency Kohler  
Director  
Division of Medical Assistance and  
Health Services

Date: 8/2/05