

UTAH DEPARTMENT OF HEALTH AND HUMAN SERVICES

Box 143104  
288 North 1460 West, Salt Lake City, Utah 84114-3104

INTERNAL AGREEMENT

1. CONTRACT NAME:

The name of this Contract is MCH-CSHCN Medicaid MOA.

2. CONTRACTING PARTIES:

This Contract is between the Utah Department of Health and Human Services, Division of Integrated Healthcare (DIH) and Utah Department of Health and Human Services, Division of Family Health, Office of Maternal Child Health and the Office of Children with Special Healthcare Needs.

3. CONTRACT PERIOD:

The service period of this Contract will be 1/1/2023 through 12/31/2028, unless terminated or extended by agreement in accordance with the terms and conditions of this Contract.

4. CONTRACT INQUIRIES:

Inquiries regarding this Contract shall be directed to the following individuals:

Division of Family Health

Contact Person: Laurie Baksh  
Phone Number: 801-273-2857  
E-mail Address: lbaksh@utah.gov

DIH

Contact Person: Kelly Garcia  
Phone Number: 801-538-6945  
E-mail Address: kgarcia@utah.gov

6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Title V MOA\_

7. PROVISIONS INCORPORATED INTO THIS CONTRACT BY REFERENCE, BUT NOT ATTACHED HERETO:

- A. All other governmental laws, rules, regulations, or actions applicable to services provided herein.
- B. If the CONTRACTOR has provided the DEPARTMENT with Assurances, then the DEPARTMENT is entering into this agreement based upon the Assurances provided by the CONTRACTOR and the Assurances are incorporated by reference.

8. This Contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements, either written or oral between the parties relating to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties sign this Contract.

Division of Family Health

DIVISION OF INTEGRATED HEALTHCARE

By:

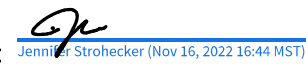


Noel Taxin  
Division Director

11/21/2022

Date

By:



Jennifer Strohecker (Nov 16, 2022 16:44 MST)  
Division Director

11/16/2022

Date

## **Attachment A: Title V MOA**

### **Article 1 - Introductory Provisions**

#### **1.1 Name of Agreement**

Interagency Coordination – Title V (the Office of Maternal Child Health and the Office of Children with Special Health Care Needs) and Title XIX (the Division of Integrated Healthcare)

#### **1.2 Agreeing Parties**

This agreement is between the Utah Department of Health and Human Services (UDHHS), Division of Family Health, Offices of Maternal and Child Health (MCH) and Children with Special Health Care Needs (CSHCN) as the designated Title V agency, hereinafter referred to as DFH, and the UDHHS, Division of Integrated Healthcare, as the designated Title XIX agency, hereinafter referred to as DIH. Together DFH and DIH shall be referred to as the “Parties”.

#### **1.3 Purpose of Agreement**

This MOU is meant to serve as a Coordination Agreement to satisfy the Title V requirement in Sections 505(a)(5)(F)(ii) and Section 1902(a)(11) of the Social Security Act for interagency coordination of mutual objectives and responsibilities. The purpose of this agreement is to formalize and strengthen the relationship between DFH and DIH in areas of mutual interest and concern, avoid duplication of effort, improve health of vulnerable populations, improve access to care, enhance quality of DIH and DFH Title V Block Grant services, enhance program coordination, and information exchange.

### **Article 2 -Scope of Agreement**

#### **2.1 Agreements pertaining to the Title V block grant**

(A) The program level MOUs between the Parties that pertain to the Title V block grant are as follows:

- (1) Administrative Case Management,
- (2) DFH - Pregnancy Risk Line’s MotherToBaby

#### **2.2 Services**

- (A) The Parties acknowledge that the agreements outlined in section 2.1 govern the Title V activities listed below.
- (1) DFH shall provide case management and related services to those who meet eligibility requirements.
  - (2) DFH shall determine intensity, level, frequency, and appropriateness of services to eligible populations.
  - (3) DFH shall inform families of the scope and availability of the Early and Periodic Screening, Diagnostic and Treatment Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program.
  - (4) DFH shall refer pregnant women and children to DIH when appropriate.
  - (5) DFH shall develop outreach materials to inform recipients of available services.
  - (6) DFH shall maintain a toll-free number as specifically described in the Pregnancy Risk Line's Mother to Baby Program agreement.

## **2.3 Funding/Payment**

- (A) The Parties acknowledge that the agreements outlined in section 2.1 govern the Title V activities listed below.
- (1) DFH shall use Medicaid funding for development, implementation, and direction of services.
  - (2) DIH shall develop reimbursement methodologies for the individual programs.
  - (3) DIH shall provide timely reimbursement for all programs.
  - (4) DIH shall provide training to DFH staff regarding Medicaid billing and services, when and where applicable.
  - (5) DIH shall collect and analyze expenditure data for Medicaid covered services.

## **2.4 Documentation and Reporting**

- (A) The Parties acknowledge that the agreements outlined in section 2.1 govern the Title V activities listed below.
- (1) Pertaining to payments made in accordance with section 2.2 of the agreement, DFH shall provide the required financial and statistical data/records to document reimbursement for Medicaid services.
  - (2) Pertaining to payments made in accordance with section 2.2 of the agreement, DFH shall collect and maintain appropriate health records for services rendered and shall provide these records to DIH upon request.
  - (3) DIH shall provide non-confidential and readily available enrollment, utilization, and quality assurance data or similar information to DFH to assist it in accomplishing its mission.
  - (4) DIH shall provide a listing of eligible Medicaid beneficiaries to DFH upon specific request or through the Patient Eligibility Lookup Tool.
- (B) Upon request, each party shall provide to the other, at no cost to the parties, non-confidential and readily available enrollment, utilization, quality assurance data and/or similar information.
- (C) Upon request, each party shall provide to the other such data, not readily available to the parties

for the cost associated with the request.

## **2.5 Oversight**

- (A) The Parties acknowledge that the agreements outlined in section 2.1 govern the Title V activities listed below.
  - (1) The Utah Office of Inspector General for Medicaid (UOIH) shall investigate inappropriate billing/utilization of Medicaid reimbursement.
  - (2) DIH shall develop provider manuals, billing instructions, and provider training.
  - (3) DFH and DIH shall ensure that provided services are consistent with the needs of participants and program objectives.
  - (4) DIH and DFH shall develop and implement health care standards and/or program policies.
- (B) All parties to this MOU will keep each other apprised, at all times, of those services and scope of benefits that are available to eligible individuals pursuant to federal or state law, regulations or guidelines, to ensure appropriate referrals are made.
- (C) Designated personnel from relevant divisions of Title V and Medicaid will meet at least biannually or as deemed necessary by Title V and Medicaid administrators to discuss areas of mutual and singular responsibility for respective programs, to update each other on new developments, to maintain and enhance communication and cooperation between the two entities, and coordinate the administration of the Parties' joint MOUs and to update and review this MOA as needed.

## **2.6 General Contract**

- (A) Both Parties shall keep and treat all information regarding recipients of services provided directly or indirectly through both agencies as confidential. Publication of any information that would identify an individual recipient is prohibited except upon written consent of the recipient or the responsible parent or guardian.
- (B) No modifications or changes will be made to this agreement unless in writing and signed by the Directors of both DIH and DFH.
- (C) If there are any conflicts between this MOA and any of the MOUs outlined in section 2.1 of this document, the MOUs in section 2.1 shall take precedence.