

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this 1st day of October 2021 in consideration of the mutual covenants and promises set forth hereinafter between the Oklahoma State Department of Health, hereinafter referred to as OSDH, and the Department of Human Services, hereinafter referred to as OKDHS. This Agreement is made by virtue of the authority vested in Title 74, O.S. Section 581. The term of this Agreement shall be for a period of one year beginning October 1, 2021, and ending September 30, 2022.

Purpose of this Agreement is as follows: The Maternal and Child Health Bureau (MCHB), within the Health and Human Resources Administration (HRSA), has designated the OSDH as the state agency responsible for administration of the federal Maternal and Child Health Services (MCH) Title V Block Grant, Title V of the Social Security Act, as authorized under the federal Omnibus Reconciliation Act of 1989. Whereas the state of Oklahoma has designated the OKDHS as the state agency pursuant to Title 10, O.S. Section 175.5 to administer the Children with Special Health Care Needs (CSHCN) Program, which is a portion of the federal MCH Title V Block Grant, the OSDH and the OKDHS 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 Title V Block Grant for CSHCN 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 Title V Block Grant for administrative costs incurred in the administration of the CSHCN services.

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 (CSHCN) in accordance with all applicable Federal and State requirements that govern the MCH Title V 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 coordination meetings with the OSDH to assure collaboration between Title V services for children with special health care needs and Title V services for pregnant women, mothers, infants, children, and their families to assure collaboration on the MCH Title V Block Grant Application and Annual Report process. Meeting dates, times, and agenda topics will be coordinated with OSDH.
3. Collaborate with the State Systems Development Initiative (SSDI) Project conducted within the OSDH Maternal and Child Health Service (MCH) to address the MCH Title V Block Grant Health Systems Capacity Indicator #9(A), which measures the State's ability to assure access to policy and program relevant information.

4. Designate the Programs Manager of the Health-Related and Medical Services Section of Adult and Family Services as the 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 Title V Block Grant Application and Annual Report.

5. 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.

6. Identify clear lines of responsibility and supervision for the CSHCN Program to improve coordination of CSHCN administered services 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.

7. Develop the CSHCN portion of the MCH Title V Block Grant Application and Annual Report by submitting the CSHCN portion in accordance with a timeline mutually negotiated between the OSDH and the OKDHS. The OKDHS designates the Director of CSHCN as its CSHCN contact person with whom OSDH MCH will coordinate. In the event the OKDHS is unable to 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 Federal Department of Health and Human Services, Maternal and Child Health Bureau (MCHB). The OKDHS will draft the response to any conditions placed on the CSHCN portion of the MCH Title V Block Grant Application and Annual Report, and submit to the OSDH within the allowed timeframe for submission to the MCHB.

8. Expend funds in accordance with the approved annual block grant application and budget. The OKDHS will insure compliance with the state matching and maintenance of effort requirements applicable to the OKDHS share of block grant funds received.

9. Prepare and submit all budget information which is required for both the MCH Title V Block Grant Application and Annual Report within agreed upon timeframes.

The OSDH agrees to:

1. Coordinate with the OKDHS in the development of the CSHCN portion of the MCH Title V Application and Annual Report. The OSDH designates the Director of the Maternal and Child Health Service as the Title V MCH Director and its contact person to whom the OKDHS will provide all requested information. Timelines will be established by the OSDH and the OKDHS to assure the application and report are prepared and submitted in accordance with the guidelines issued by the federal Department of Health and Human Services, Maternal and Child Health Bureau.

2. Participate in coordination meetings with the OKDHS to assure collaboration between Title V services for pregnant women, mothers, infants, children, and their families with Title V services for children with special health care needs and to assure collaboration on the MCH Title V Application and Annual Report process. Meeting dates, times, and agenda topics will be coordinated with OKDHS.

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 790B. 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 34000, Agency 83000, Source Code 455101 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 MCH Title V 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-133 and 2CFR 225, 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 MCH Title V 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 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

Representing the Oklahoma Department
of Human Services as legal signatory



Lance Frye, M.D.
Commissioner of Health
Oklahoma State Department
of Health

Justin B. Brown
Director
Oklahoma Department of Human
Services

Date: _____

Date: June 9, 2021