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**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH
MATERNAL AND CHILD HEALTH/CHILDREN WITH SPECIAL HEALTH CARE
NEEDS PROGRAM
&
THE VIRGIN ISLANDS DEPARTMENT OF HUMAN SERVICES MEDICAL
ASSISTANCE PROGRAM
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 23rd day of April 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health, Maternal and Child Health / Children With Special Health Care Needs Program (DOH/MCH/CSHCN) and Virgin Islands Department of Human Services, Medical Assistance Program (DHS/MAP), each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

WITNESSETH:

Whereas, the Virgin Islands Department of Health is responsible for ensuring the health of the public by executing the Title V MCH and CHSCN programs pursuant to Title 3, Chapter 23 and Title 19, Part 1, Chapter 7 of the Virgin Islands Code; and

Whereas, the Virgin Islands Department of Human Services is designated as the “state agency” for all programs pertaining to youth, children, handicapped, elderly and low-income adults and families whenever such designation is required by federal law for the purpose of participating in federal programs pursuant to Title 3, Chapter 24, Section 432 (a), of the Virgin Islands Code; and

Whereas, the agencies shall achieve these goals through the establishment of Medical Homes at the DOH clinics for both Medicaid-eligible and non-Medicaid children. For Medicaid-eligible children these goals shall be reflected in the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program.

Whereas, the agencies have a common interest in ensuring adherence to the provisions at Section 1902(a)(11)(A) of the Social Security Act and Section 509(a)(2) of Title V of the Social Security Act to establish the working relationships and respective duties; and

Whereas, the agencies desire to combine efforts in ensuring strong interagency coordination to ensure women and children receive needed preventive services, health examinations, treatments, and follow-up care, by entering into this MOU.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and



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intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. TERM AND EFFECTIVE DATE

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall remain in effect until such time that the Parties no longer require each other’s participation in their respective programs or no longer rely on the other’s information to adequately manage the respective programs, in which instance the MOU may be terminated by either Party pursuant to Paragraph 10. Notwithstanding the foregoing, the Parties agree to assess their needs under this MOU every six (6) months to determine whether the MOU should continue in effect. Should the Parties determine the MOU is no longer needed, either Party may provide notice to terminate in accordance with Paragraph 10.

2. COSTS

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

3. RESPONSIBILITIES/ TASKS

3.1 Department of Health, Maternal and Child Health / Children With Special Health Care Needs Program (DOH/MCH/CSHCN)

- (a) Maintain provider enrollment in the Medicaid Program for all DOH clinics and performing providers according to rules and regulations issued by the Centers for Medicare and Medicaid Services (CMS) the DHS, and its agents VI Equicare, and Gainwell Technologies.
- (b) Submit claims for services provided to Medicaid beneficiaries according to fee schedules and billing instructions provided by DHS and Gainwell Technologies maximizing use of the online claims submission system through the MMIS.
- (c) Ensure that other third party insurance for Medicaid eligible clients is billed prior to submitting those claims for Medicaid reimbursement.
- (d) Provide all medically necessary services (including immunizations, lead screening, STDS, oral health) for Medicaid eligible children and CSHCN as required under the Medicaid Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program.
- (e) Provide all medically necessary services for woman and infants including high risk pregnant woman and post-partum woman.
- (f) If needed medically necessary services for Medicaid eligible clients are not available within the VI work with DHS to arrange for off-island care including appropriate travel and lodging arrangements in accordance with Medicaid and DHS program requirements.
- (g) Provide care coordination services as the Medical Home for each of the Medicaid clients assigned by DHS to a DOH clinic.



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- (h) Provide referrals to Medicaid eligible clients for eligible Medicaid services provided by Medicaid private providers according to the Medicaid referral guidance and procedures provided by DHS and DXC MS LLC.
- (i) Maintain all protected health information (PHI) in accordance with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulations and policies.
- (j) Participate in all auditing and rate-setting activities required by DHS or its agents including maintaining all necessary supporting documentation in accordance with Federal Medicaid requirements and providing such documentation upon request.
- (k) Provide the required local Medicaid matching funds for all allowable DOH claims for Medicaid services.
- (l) Provide assistance to all patients seen at the DOH clinics with accessing Medicaid eligibility, including performing presumptive eligibility (PE) and helping DHS to ensure that PE eligible clients are screened for full Medicaid eligibility.
- (m) Include in all DOH outreach activities for DOH programs Medicaid outreach information to support DOH outreach activities to the VI community.
- (n) Maintain systems interoperability with DHS and the USVI Bureau of Information Technology (USVI-BIT) to ensure the ability of DOH and DHS to exchange healthcare information on their client populations.
- (o) Work with DHS to expand the use of information technology to monitor and improve health outcomes.
- (p) Work with DHS to establish health quality measures and monitor those measures to ensure that good health outcomes are being achieved.

3.1.1 Department of Health, Maternal and Child Health / Children with Special Health Care Needs Program (DOH/MCH/CSHCN) shall:

- (a) Develop contents, recommend frequency and standards of screening and follow-up services.
- (b) Insure availability of services for all eligible children at the projected minimum of 80% per year utilization rate.
- (c) Perform the required screening services as outlined on all Medical Assistance Program children identified and interprets the screening results to families.

- i. Health and Development History
- ii. Comprehensive physical and Developmental Examination
- iii. Urinalysis
- iv. Immunization as appropriate for the age
- v. Sickle Cell Testing
- vi. Nutritional Assessment
- vii. Tuberculin Testing
- viii. Vision Testing
- ix. Anemia Testing
- x. Laboratory procedures as appropriate
- xi. Speech and Hearing testing
- xii. Dental services



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- xiii. Assistance to families in understanding and following prescribed recommendations and treatments, particularly when screening results are positive
- xiv. Care coordination, including locating appropriate medical and community resources
- xv. Special attention will be given to the immunization schedule of the population group to ensure that all EPSDT children are appropriately immunized according to age
- xvi. Notification to all MAP beneficiaries about screening finding and other information needed for federal reports and future health planning
- xvii. Notification to MAP of all missed appointments
- xviii. Assistance in the completion of health history forms, and follow-up with families if a patient has missed the screening, and other appointments
- xix. Submit medical claims to the Fiscal Intermediary for MAP (DXC MS LLC Healthcare) using the required claim forms and including all the required identifying information

3.2 Department of Human Services Medical Assistance Program (DHS/MAP) shall:

- (a) Timely enroll all qualified DOH clinics and performing providers in the Medicaid Program.
- (b) Provide necessary training and regular updates on billing instructions, claims processing and fee schedule adjustments directly or through its agent, DXC MS LLC Healthcare.
- (c) Process all valid claims submitted by the DOH clinics timely according to the federal Medicaid requirements for timely claims payment.
- (d) Provide clear policy information and directives to DOH on Medicaid eligibility, reimbursement, and coverage policy issues.
- (e) If needed medically necessary services for Medicaid eligible clients are not available within the VI, work with DOH to arrange for off-island care including appropriate travel and lodging arrangements in accordance with Medicaid and DHS program requirements.
- (f) Maintain data through its agent, DXC MS LLC Healthcare, to monitor compliance with EPSDT program screening requirements.
- (g) Provide program guidance, training, and reimbursement for the care coordination activities provided by the DOH clinics on behalf of the MAP beneficiaries assigned to each clinic.
- (h) Monitor the utilization of referrals provided to MAP enrolled private providers by the DOH clinics acting as the Medical Home for their assigned panel of MAP beneficiaries.
- (i) Conduct audits and Medicaid cost reconciliation as required.
- (j) Provide training and systems support to allow the DOH clinics to perform presumptive eligibility for the Medicaid Program and assist DOH in ensuring that qualified PE eligible clients are enrolled in the full Medicaid Program.
- (k) Work with DOH and USVI BIT to maintain System interoperability for:
 - a. Medicaid presumptive eligibility, and
 - b. Expand the use information technology to monitor and improve health outcomes
- (l) Work with DOH to establish health quality measures and monitor those measures to ensure that good health outcomes are being achieved.

3.3 **MUTUAL RESPONSIBILITIES**

- a. Coordination of the services rendered to CSHCN, children under the age of 21, mothers and infants.



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- b. Specifically, this Agreement will define the roles of the clinics operated by the Department of Health in:
 - i. Providing medical services to mothers, children, and children with special health care needs,
 - ii. Providing outreach and presumptive eligibility to assist these clients to access the Medicaid Program, and
 - iii. Provide Care coordination services to establish a Medical Home for the Medicaid patients who are served at DOH clinics.
- c. DHS will work with DOH to maximize and claim federal reimbursement under the Medicaid Program for those medical services provided by DOH clinics.
- d. DHS will provide training, assistance, and Medicaid eligibility system support to DOH to enable them to carry out those activities identified in (i), (ii), and (iii) above.
- e. DOH will work with DHS to perform an assessment of current healthcare activities in the VI to include eligibility and enrollment; insurance benefits, coverage and gaps; provider networks and network adequacy; continuity of care; and improving partnerships among Medicaid, CHIP, MCH, private providers, and stakeholders and to make recommendations for program improvements in all areas.

4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

Department of Health designates:

Charmaine Mayers, PhD
V.I. Department of Health
Director- Maternal Child Health
3241 Estate Contant
St. Thomas, VI 00802

Department of Human Services designates:

Gary Smith, Director
Medicaid Program
1303 Hospital Ground Knud Hansen Complex Building A
St. Thomas, VI 00802

5. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

6. GOVERNING LAW

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction



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shall remain in the United States Virgin Islands.

7. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOU shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

8. ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This MOU supersedes all prior communications, MOUs, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

9. CONDITION PRECEDENT

This MOU shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

10. TERMINATION

Either party will have the right to terminate this MOU with or without cause on sixty (60) days written notice to the other party specifying the date of termination.

11. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOU on account of race, creed, color, sex, religion, disability or national origin.

12. CONFLICT OF INTEREST

Both Parties covenant that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU.



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13. NOTICE

Any notice required to be given by the Terms of this MOU shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

Anthony D. Thomas, MBA
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

JUSTA E. ENCARNACION, RN, BSN,
MBA/HCM
Commissioner
Department of Health
3500 Estate Richmond
Christiansted, St. Croix, Virgin Islands
00820

Kimberley Causey-Gomez,
Commissioner
Department of Human Services
1303 Hospital Ground Knud Hansen Complex Building A
St. Thomas, VI 00802

16. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.



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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

Dereese A Dunlop-Harley

Justa Encarnacion
Justa E. Encarnacion, Commissioner
Department of Health

3/18/2022

Date

Laura Dennin

Kimberly Causey Gomez
Kimberley Causey-Gomez
Commissioner
Department of Human Services

11/04/2021

Date

Anthony D. Thomas

Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property and Procurement

4/23/2022

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

Carol McDonald
Assistant Attorney General

Date 4/22/2022