

MEMORANDUM OF UNDERSTANDING

BETWEEN PRENATAL CARE COORDINATION PROVIDER AND HMO

INSTRUCTIONS

Prenatal Care Coordination (PNCC) services are paid fee-for-service by Wisconsin Medicaid and BadgerCare Plus for all members, including those enrolled in state-contracted HMOs. The PNCC provider may not determine the need for specific medical care, or make referrals directly to providers of medical care, for services covered under the HMO contract. The HMO is responsible for managing the member's overall care. The HMO and the PNCC provider agree to facilitate inter-agency communication and inform staff from both the HMO and the PNCC agency about the policies and procedures for this cooperation, coordination, and communication.

PURPOSE AND SCOPE

Wisconsin Medicaid and BadgerCare Plus require the establishment of a memorandum of understanding (MOU) between PNCC providers and HMOs. The MOU recognizes that the PNCC agency and the HMO have "clients-in-common" and agree to cooperate in removing access barriers, coordinating care, and providing culturally competent services. The MOU provides a framework for establishing a working relationship between both entities.

PERIOD OF AGREEMENT

This MOU becomes effective on the date that **both** the HMO and the PNCC provider have signed it. The MOU remains in effect for three years from the date of the last signature. At the end of the three-year term, the MOU must be renewed in order to remain in effect. If the MOU is not renewed, it will expire.

This MOU may be amended at any time by mutual agreement, with the changes noted in a signed and dated addendum to this document.

SECTION I — RESPONSIBILITIES OF PRENATAL CARE COORDINATION PROVIDER

Under this agreement, the PNCC provider will do the following:

1. Designate at least one individual to serve as a liaison between the PNCC provider and the HMO.
2. Share the liaison's name and contact information with the HMO.
3. Notify the HMO when providing PNCC services to one of its members. (*HMO enrollment information is included in the ForwardHealth Enrollment Verification System*).
4. Contact members referred by the HMO and work diligently to enroll them in PNCC within five days of receiving the referral. This includes the following activities:
 - Providing the HMO with the name and contact information of the member's designated care coordinator.
 - Notifying the HMO if the member is determined ineligible or if the member declines PNCC services.
5. Obtain a written Release of Information from all members receiving PNCC services to support the sharing of information with obstetric care providers and other health care providers.
6. Send the HMO a completed copy of the *Pregnancy Questionnaire* within two business days of receiving the request.
7. Share other relevant information with the HMO to coordinate services and help ensure healthy birth outcomes.
8. Consult with the designated HMO liaison, as needed, on member-specific issues.
9. Participate in meetings, as needed, to evaluate the effectiveness and efficiency of this MOU.

SECTION II — RESPONSIBILITIES OF HMO

Under this agreement, the HMO will do the following:

1. Designate at least one individual to serve as a liaison between the HMO and the PNCC provider. This individual will be the key point of contact for the PNCC provider.
2. Share the liaison's name and contact information with the PNCC provider.
3. Inform HMO members about the availability and benefits of PNCC services and share a listing of local PNCC providers, if necessary.
4. Inform appropriate network providers about the availability and benefits of PNCC services.
5. Encourage obstetric care providers to establish MOUs with PNCC providers to delineate their working relationship.
6. Ensure that appropriate staff and network providers understand when and how to refer women for PNCC services.
7. Facilitate communication between network providers and care coordinators, when necessary.
8. Participate in meetings, as needed, to evaluate the effectiveness and efficiency of this MOU.

SECTION III - LEGAL TERMS

1. Patient Privacy and Data Handling. This Subsection applies to the extent that either party is provided by the other party, or collects under this MOU, any of the following: "protected health information" as defined by 45 CFR § 160.103 and Wis. Stat. § 146.816; "registration records" or "treatment records" as defined in Wis. Stats. § 51.30; or "patient health care records" as defined in Wis. Stats. § 146.81 (collectively, "Patient Records"). HMO represents that (1) HMO is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), or (2) HMO is not a "covered entity," but has entered into and acts as a Business Associate of the Wisconsin Department of Health Services ("WIDHS"), and under HMO's contract with WIDHS, HMO has the authority to exchange

information with Provider under that contract and HIPAA. Both parties, and any of their respective subcontractors, will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Wis. Stats. §§ 51.30, 146.816 and 146.82, when applicable. Both parties further covenant and agree that each will enter into a Business Associate Agreement as required by HIPAA with any subcontractor with access to Patient Records under this MOU and will provide a copy of relevant portions such subcontract to the other party upon reasonable request.

2. **Indemnification.** Each Party shall indemnify, hold harmless and defend the other Party, its officers, directors, shareholders, members, employees, representatives, agents and subcontractors from and against any and all liability, loss, damage, claim, causes of action and expenses (including reasonable attorneys' fees) (collectively, "Claims"), to the extent not covered by insurance and only in proportion to and to the extent, caused or asserted to have been caused, directly or indirectly, by or as a result of the indemnifying Party's breach of the terms of this Agreement, or the performance of any intentional acts, negligent acts or omissions by the indemnifying Party in connection with this Agreement. Each Party shall promptly notify the other Party in writing of any threatened or actual Claim for which such Party seeks indemnification under this provision, and such Party shall cooperate with the indemnifying Party to facilitate the defense and/or settlement thereof.
3. **Entire Agreement.** The MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties and covenants between the parties concerning the subject matter hereof. Any amendments, changes or modifications to this MOU shall be in writing and executed by the parties.
4. **Severability.** If any term of this MOU is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Provider. If such invalid and unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by Provider cannot be created, the party materially and adversely impacted shall be allowed to terminate the MOU.
5. HMO and Provider agree to communicate, cooperate and work to resolve inter-agency coordination of care, working in common to remove access barriers, coordinating care and providing culturally competent services for HMO members utilizing PNCC services. HMO will designate at least one individual to serve as the contact person for the Provider for these types of services.
6. **Effect of Regulations.** Should any local, state or national regulatory authority having jurisdiction over either party enter a valid and enforceable order upon it which has the effect of changing or superseding any term or condition of the MOU, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the MOU shall remain in effect and be modified or terminated in the manner provided for by the section entitled "Severability."
7. **Remedies' and No Waiver.** Nothing in this MOU shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which Provider is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind Provider.
8. **Survival.** All section which by its/their meaning is/are implied to survive termination, including but not limited to the section on public records, shall continue in force and effect following the termination or expiration of this MOU.
9. **Assignability.** Neither party shall assign any interest in this MOU and nor transfer any interest in the same in any manner without the written consent of the other Party.
10. **Choice of Law and Venue.** This MOU shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this MOU that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.
11. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the parties at the addresses indicated on the signature page of this MOU.
12. **Nondiscrimination.** It is Provider's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or

sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of the categories of Section 1557 of the Patient Protection and Affordable Care Act (42 USC 18116). Neither party nor its subcontractors may discriminate against any member of the class of individuals in Section 1557, and such contractors must insert this clause into any subcontractors' contracts.

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SECTION III — SIGNATURES OF AUTHORIZED REPRESENTATIVES

Name — PNCC Agency

Sauk County Health Department

Name — HMO

Name — Authorized Agency Representative (Print)

Brent R. Miller

Name — Authorized HMO Representative (Print)

Title — Authorized Agency Representative

Sauk County Administrator

Title — Authorized HMO Representative

SIGNATURE — Authorized Agency Representative**SIGNATURE** — Authorized HMO Representative

Date Signed*

Date Signed*

*This MOU expires no later than three years from the latest date signed.

Name and Contact Information (if known) — Designated PNCC
Liaison

Jessie Phalen, RN

608-355-4326

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Name and Contact Information (if known) — Designated HMO
Liaison

Dana Lauer

Program Manager

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