

# **MOLINA HEALTHCARE OF WISCONSIN, INC.**

## **MEMORANDUM OF UNDERSTANDING**

### **SIGNATURE PAGE**

The Authorized Representative acknowledges, warrants, and represents that the Authorized Representative has the authority and authorization to act on behalf of its Party. The Authorized Representative further acknowledges he/she received and reviewed this Memorandum of Understanding ("MOU") in its entirety.

The Authorized Representative for each Party executes this MOU in accordance with this MOU. The terms and conditions of this MOU shall supersede any previous MOU between the Parties dealing with the same subject matter.

#### **WIC Agency Signature and Information:**

WIC Agencies Legal Name ("WIC Agency") – Matching the applicable tax form (i.e. W-9, Line 1): <b>Sauk County WIC</b>	
Authorized Representative's Signature:	Authorized Representative's Name – Printed:
Authorized Representative's Title:	Authorized Representative's Signature Date:
Tax ID Number – As listed on corresponding tax form: <b>39-6005740</b>	NPI – That corresponds to the above Tax ID Number:
Telephone Number: (608) 355-4320	Fax Number: (608) 355-4329
Mailing Address – Official Correspondence under MOU: 505 Broadway, Baraboo, WI 53193	
Name and Contact Information of Designated WIC Agency Liaison: <b>Joyce Smidl</b>	

#### **Health Plan Signature and Information:**

Molina Healthcare of Wisconsin, Inc., a Wisconsin Corporation ("Health Plan")	
Authorized Representative's Signature:	Authorized Representative's Name – Printed: <b>Brian L Maddy</b>
Authorized Representative's Title: <b>Plan President</b>	Authorized Representative's Countersignature Date:
Mailing Address – Official Correspondence: PO Box 242480 Milwaukee, WI 53224-9050	
Name and Contact Information of Designated Health Plan Liaison: Christina Weickardt, Director of Provider Contracting & Network Management (414) 436-8613 <a href="mailto:Christina.Weickardt@MolinaHealthcare.com">Christina.Weickardt@MolinaHealthcare.com</a>	

## MEMORANDUM OF UNDERSTANDING

Health Plan and WIC Agency enter into this MOU as of the effective date. The WIC Agency and Health Plan each are referred to as a “Party” and collectively as the “Parties”. This MOU only applies to individuals enrolled with Health Plan under the BadgerCare Plus or Medicaid SSI programs (“Members”). WIC Agency and Health Plan each are referred to in this MOU as a “Party” and collectively as the “Parties”.

### RECITALS

- A. WHEREAS, Health Plan is a corporation licensed and approved by required governmental agencies to operate a health care service plan, including without limitation, to issue benefit agreements covering the provision of health care and related services in accordance with the law;
- B. WHEREAS, WIC Agency is a governmental agency which promotes and helps to maintain the health and well-being of nutritionally at risk pregnant, breastfeeding, and postpartum women, infants, and children; and
- C. WHEREAS, the Parties intend by entering into this MOU to set forth expectations between the Parties related to collaborations and referrals between the Parties to support the delivery of health care and related service to Members.

NOW, THEREFORE, in consideration of the promises and representations stated, the Parties understand as set forth in this MOU.

### ARTICLE ONE

#### 1.1 WIC Agency Obligations. WIC Agency agrees to:

- a. Cooperate and communicate with Health Plan to ensure the appropriate delivery of or referral for services which are within the scope of the services delivered by WIC Agency to Members.
- b. Make available to Members non-billable services which may include one or more of the following non-billable services (Please mark each box that is applicable to the services provided by WIC Agency).

- ☒ Immunization Screening
- ☒ Nutrition Services and Supplemental Foods
- ☒ Breast Feeding Promotion and Support
- ☐ Body Mass Index Identification
- ☐ Other: \_\_\_\_\_

- c. Make available to Members billable services which include the following billable services (Please mark the box if applicable to the services provided by WIC Agency).

- ☒ Blood Lead Screening Services

If WIC Agency provides Blood Screening Services, the WIC Agency further agrees to:

- i. Verify the Member’s eligibility with Health Plan before providing such service.
  - ii. Coordinate Blood Screening Services with the Member’s Primary Care Provider (“PCP”) and report elevated blood lead screening results using the Wisconsin Blood Lead Registry.
- d. Refer to and coordinate services with the Member’s PCP according to the WIC Agency’s policies and guidelines, using signed consent when required per the WIC Agency’s confidentiality policies and procedures and in accordance with applicable laws.
  - e. Give assistance to support a Member in contacting and gaining access to Health Plan or to the Member’s PCP when the Member indicates that it has not been in contact with Health Plan or the Member’s PCP and when the WIC Agency determines that the Member should contact Health Plan and the Member’s PCP. Such reasons to contact the Health Plan or the Member’s PCP include, but are not limited to, a redetermination of benefits by the WIC Agency, a change in the Member’s health status, or a change in the Member’s demographic information (e.g. changes to address, telephone number).
  - f. Encourage all Members to seek health care and related services through the WIC Agency, Health Plan, and the Member’s PCP.
  - g. Appoint a point of contact for Health Plan and provide the individual’s contact information to Health Plan. WIC

Agency agrees to promptly notify Health Plan of any changes to such information.

- h. Bill Health Plan within ninety (90) days of the date of service utilizing the specified claims submission process.
  - i. WIC Agency will make best efforts to bill electronically via Health Plan's Provider Portal. WIC Agency may access the Provider Portal at: (<https://provider.molinahealthcare.com>); EDI Payer ID ABRI1.
  - ii. WIC Agency may otherwise submit bills to:  
Molina Healthcare of Wisconsin  
PO Box 22815  
Long Beach, CA 90801
- i. Accept compensation at an amount equivalent to the Medicaid Fee-for-Service Program allowable payment rate set forth by the State of Wisconsin in effect for the date of service. If there is a code in the State of Wisconsin Medicaid Fee-for-Service Program fee schedule for the date of service, but there is no payment rate, such Covered Services will be paid at an amount equivalent to the Medicaid Fee-for-Service default rate in effect for the date of service. Notwithstanding any other provision in this MOU, the following will apply.
  - i. Payment for any Covered Service will not exceed the WIC Agency's billed charges.
  - ii. Unless prohibited by law or government program requirement, WIC Agency agrees that if there is a retroactive change to the Medicaid Fee-for-Service Program allowable payment rate, Health Plan will determine if Claims will be reprocessed when payment has already been issued to WIC Agency.
- j. Appeal previously adjudicated claims within sixty (60) calendar days of the Health Plan's original remittance advice date to WIC Agency regardless of any other denial/dispute.
- k. Use Health Plan's Provider Appeal Form found on Health Plan's website.
  - i. WIC Agency will make best efforts to submit the Provider Appeal Form electronically via Health Plan's Provider Portal. WIC Agency may access the Provider Portal at: (<https://provider.molinahealthcare.com>)
  - ii. WIC Agency may otherwise submit the Provider Appeal Form via:  
Secure Email: [MWIAppeals@MolinHealthcare.com](mailto:MWIAppeals@MolinHealthcare.com); or  
Fax: (844)-251-1446
- l. First appeal to the Health Plan and then to the Department of Health Services if they disagree with the Health Plan's payment or nonpayment of a Claim.
  - i. Appeals to the Department of Health Services (DHS) must be submitted using DHS form F12022 and all elements of the form must be completed at the time the form is submitted (i.e. Medical Records for appeals regarding Medical Necessity). The form is available on the ForwardHealth Portal at:  
<https://www.dhs.wisconsin.gov/forms/f1/f12022.pdf>
  - ii. Appeals to DHS must be made within sixty (60) calendar days of Health Plan's final decision or in the case of no response, within sixty (60) calendar days from the forty-five (45) day time allotted to Health Plan to respond.
  - iii. DHS Appeals can be faxed or mailed to:  
BadgerCare Plus and Medicaid SSI  
Managed Care Unit – Provider Appeal  
P.O. Box 6470 Madison, WI 53716-0470  
Fax Number: 608-224-6318
  - iv. DHS has forty-five (45) days from the date of receipt of all written comments to inform the WIC Agency and Health Plan of the final decision. If the decision of DHS is in the WIC Agency's favor, Health Plan will pay the Claim within thirty (30) days of receipt of the final determination.
- m. Provide contact information to Health Plan and notify Health Plan of any changes.

## 1.2 Health Plan Obligations. Health Plan agrees to:

- a. Refer Women, Infant, and Children ("WIC") program eligible Members to contact the WIC Agency. Referrals may occur through case manager outreach to Members or through Health Plan's education and training efforts with its participating providers.

- b. Allow the WIC Agency, when applicable, to provide blood lead screening service pursuant to this MOU and in accordance with applicable Law.
- c. Reimburse WIC Agency within thirty (30) days of receipt of complete Claim in accordance with the terms of this MOU.
- d. Health Plan will reimburse WIC Agency for medically necessary BadgerCare Plus and Medicaid SSI covered service rendered to eligible Health Plan members at an amount equivalent to the Medicaid Fee-for-Service Program allowable payment rate set forth by the State of Wisconsin in effect for the date of service.
- e. Notify the WIC Agency of material changes to its policies and procedures that may be applicable to the WIC Agency and the provision of services under the MOU, which are set forth in Health Plan's provider manual.
- f. Notify WIC Agency of the provider appeal procedures as required by BadgerCare Plus and Medicaid SSI HMO contract, and abide by the timelines as required in the contract.
- g. Appoint a point of contact for WIC Agency and provide the individual's contact information to WIC Agency. Health Plan agrees to promptly notify WIC Agency of any changes to such information.

### 1.3 **General.**

- a. The Parties agree no contractual agreements or other monetary obligations for either Party are implied by this MOU.
- b. The Parties agree each will comply with applicable federal and state laws in performing its duties and obligations under this MOU.
- c. The Parties each acknowledge their separate and independent obligations with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and regulations promulgated thereunder ("HIPAA"). The Parties understand and agree that the HIPAA sets forth standards and imposes requirements upon each of them with respect to the privacy of patient "Protected Health Information" ("PHI"), and other matters. The Parties represent to each other that they have taken steps to implement HIPAA in their respective systems and that each be responsible for compliance with HIPAA and other applicable state and/or federal laws with respect to the confidentiality of patient medical information. The Parties commit to each other to resolve issues that arise related to PHI and other HIPAA matters (or state law matters) in good faith, consistent with their obligations under the law.
- d. The Parties agree that this MOU will be interpreted in accordance with applicable laws and State of Wisconsin Medicaid requirements.

1.4 **Term and Termination.** This MOU will commence on the Effective Date and will continue in effect for one (1) year ("Initial Term") and will renew for successive one (1) year terms unless terminated by either Party. Either Party may terminate this MOU for any reason upon giving thirty (30) day prior written notice to the other Party.

1.5 **Governing Law.** The laws of the State of Wisconsin will govern this MOU to the extent such laws are not preempted by federal laws.

1.6 **Amendment.** Any amendment of a material term to this MOU must be in writing and executed by the Parties.

1.7 **Notice.** All notices required or permitted by this MOU will be in writing and delivered by U.S. Postal Service ("USPS") certified mail with return receipt requested. Notice is deemed given on the date of delivery. The name and mailing address set forth under the Signatures will be the Party's information for delivery of notice.

1.8 **Counterparts.** This MOU may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties agree facsimile signatures, pdf signatures, photocopied signatures, electronic signatures, or signatures scanned and sent via email will have the same effect as original signatures.

1.9 **Confidentiality.** Any information disclosed by either Party in fulfillment of its duties under this MOU, including, but not limited to, health care information, will be kept confidential. However, each Party may share such information with its subsidiaries and affiliates and its respective personnel and designees. Nothing in the MOU will preclude either Party from disclosing information as required for compliance with a law or or as required to comply with a governmental authority request. Information which is otherwise publicly available will not be considered confidential. This section will survive any termination.