

#### Memorandum of Understanding between Racine City Health Department and Abri Health Plan, Inc.

This Agreement is entered into between Racine City Health Department (RCHD) and Abri Health Plan, Inc. (ABRI). ABRI refers to Abri Health Plan, Inc., its' members, and Medicaid and BadgerCare Members enrolled in the Abri Health Plan.

The intent of this Agreement is to arrange for the provision of designated healthcare services by Racine City Health Department to Abri Health Plan, Inc., and Medicaid/BadgerCare enrollees.

The Racine City Health Department agrees to:

- 1. At all times, encourage subscribers to seek ongoing medical care through ABRI.
- 2. Bill ABRI within 60 days of the date of service utilizing the CMS 1500 form.
- 3. Provide completed HealthCheck, immunization, and lead screening records to ABRI for forwarding to the appropriate primary care physician.
- 4. Accept the ABRI fee schedule as payment in full.
- 5. RCHD agrees to abide by all applicable provisions of Abri Health Plan, Inc., contract with the Department of Health and Social Services, (hereafter referred to as "MA/HMO contract"). Subcontractor compliance with the MA/HMO contract specifically includes, but is not limited to, the following requirements:
  - A. Use only MA-certified providers in accordance with Article III.H.1. of the MA/HMO contract.
  - B. No terms of this subcontract are valid which terminate legal liability of HMO in accordance with Article III.C.9. of the MA/HMO contract.
  - C. Participate in and contribute required data to HMO quality assurance programs as required in Article IV of the MA/HMO contract.
  - D. Abide by the terms of the MA/HMO contract (Article III.E.9) for the timely provision of emergency and urgent care. Where applicable, Racine City Health Department agrees to follow those procedures for handling urgent and emergency care cases stipulated in any required hospital/emergency room MOU's signed



- by HMO in accordance with Article III.E.9.C. of the MA/HMO contract.
- E. Submit HMO utilization data in the format specified by the HMO, so the HMO can meet the Department specifications required by Articles VII and Addendum VIII of the MA/HMO contract.
- F. Comply with all non-discrimination requirements in Article III.C. of the MA/HMO contract.
- G. Comply with all record retention requirements and, where applicable, the special reporting requirements on abortions, sterilizations, hysterectomies, and HealthCheck services stipulated in Article VII of the MA/HMO contract.
- H. Provide representatives of HMO, as well as duly authorized agents or representatives of DHSS and the Federal Department of Health and Human Services, access to its' premises and its' contract and/or medical records in accordance with Article VII of the MA/HMO contract. RCHD agrees otherwise to preserve the full confidentiality of medical records in accordance with Article XIII of the MA/HMO contract.
- I. Comply with the requirements for maintenance and transfer of medical records stipulated in Article III.W. of the MA/HMO contract. RCHD agrees to make medical records available to recipients and their authorized representatives within 10 days of the record request. This requirement will take effect when the same requirement goes into effect for fee-for-service. The department will notify HMOs when this occurs.
- J. Ensure confidentiality of family planning services in accordance with Article III.E.10 of the MA/HMO contract.
- K. Not create barriers to access to care by imposing requirements on recipients that are inconsistent with the provision of medically necessary and covered MA benefits (e.g., TPL recovery procedures that delay or prevent care).
- L. Clearly specify referral approval requirements to its' providers and in any sub-subcontracts.
- M. Not bill an MA enrollee for medically necessary services covered under the MA/HMO contract and provided during the enrollee's period of ABRI enrollment. This provision shall continue to be in effect even if the ABRI becomes insolvent. However, if an enrollee agrees in writing to pay for a non-covered service, then the ABRI, ABRI provider or Racine City Health Department can bill.
- N. Forward to the ABRI medical records pursuant to grievances, within 15 working days of the Abri's request. If the Racine City



Health Department does not meet the 15-day requirement, the Racine City Health Department must explain why and indicate when the medical records will be provided.

O. Abide by the terms of Article III.G. regarding appeals to ABRI and to the Department for ABRI non-payment of service provider.

#### ABRI agrees to:

- Pay authorized charges within 30 days of receipt of such claims.
- 2. Follow up on all subscribers seeking care through Racine City Health Department. Every attempt will be made to educate subscriber to access care through ABRI.
- 3. Assist members in selecting a primary care provider (PCP) for all subscribers presenting the Racine City Health Department without such assignment.
- 4. Provide, on request, feedback to the Racine City Health Department regarding the ABRI or Medicaid/BadgerCare subscriber's follow up or lack of follow up with the PCP. These requests will be limited to problem cases such as repeaters.

In regard to blood lead screening services available through Racine City Health Department for enrollees assigned to ABRI or Medicaid/BadgerCare, the Racine City Health Department agrees to:

- 1. Provide blood lead screening for ABRI and BadgerCare enrollees aged 6 months to 6 years who voluntarily present for service.
- 2. Avoid duplication of blood lead screening by interviewing enrollee to determine if/when a lead test has been done in the past.
- 3. Report to ABRI providers the results of all blood lead screening done by the Racine City Health Department.
- 4. Encourage ABRI providers to arrange an appointment for the ABRI Medicaid/BadgerCare enrollee within two weeks of the Racine City Health Department referral if the enrollee has not been under care.
- 5. Encourage ABRI providers to provide on request written feedback to the Racine City Health Department Lead Program regarding the ABRI Medicaid/BadgerCare enrollee's follow or lack of follow up with the PCP and outcomes of medical intervention.



Provisions covered by the Agreement become effective on the 1st day of January, 2006.

This Agreement covers all populations for w responsibility.	hich Abri Health Plan, Inc. has
	Date
City of Racine, Authorized Representative Gary Becker, Mayor	
ATTEST:	
Janice M. Johnson-Martin/City Clerk	Date
Abri Health Plan, Inc. Authorized Representative	Date 4/27/06
	APPROVED AS TO FORM:
Mailing Address:	City Attorney
Racine City Health Department 730 Washington Avenue, #106 Racine, WI 53403	Abri Health Plan, Inc. W180 N11711 River Lane Germantown, WI 53022
Contact Person:	
Terri Ailes 262-636-9201	Julie Barbiere 262-946-1170

Medicaid Provider Number: 41862300 & 32932300

Federal Tax Number: 396005581