

MEMORANDUM OF UNDERSTANDING
between
CITY OF RACINE HEALTH DEPARTMENT
and
CHILDREN'S COMMUNITY HEALTH PLAN

This agreement is made and entered into this 1st day of January, 2007, by and between Children's Community Health Plan (CCHP) and the City of Racine Health Department.

WHEREAS, CCHP provides managed health care services to certain participants of the BadgerCare Program and Wisconsin Medical Assistance Program (WMAP), including but not limited to, the Medicaid/BadgerCare HMO program, offered through:

CCHP's contract(s) with the Wisconsin Department of Health and Family Services, and another HMO's contract(s) with the Wisconsin Department of Health and Family Services for which such HMO has subcontracted with CCHP for the provision of Covered Services to Participants, and

WHEREAS, CCHP and Provider desire to enter into this MOU in order to set forth their respective understanding, rights and obligations with respect to services by Provider to Members, and payment for said services to Provider by CCHP.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, CCHP and Provider agree as follows:

- 1.0 DEFINITIONS. As used in this MOU, the following terms shall have the meanings set forth below unless the context otherwise requires:
- a) "Member" means any Medicaid eligible or BadgerCare member, who is enrolled in or assigned to CCHP by DHFS.
 - b) "Provider" means the Local Health Department that has entered into this agreement.
- 2.0 PROVISIONS OF SERVICES.

Provider agrees to:

Provide HealthCheck exams, immunizations and blood lead level screening (blood lead screening for children aged 6 months to 6 years) for CCHP members who voluntarily present for services.

Avoid duplication of services by interviewing members to determine if/when the same or similar services have been done in the past.

Submit claims to CCHP within 60 days of the date of service.

Report to CCHP providers the results for all services done by the Provider. Provide to CCHP provider telephone consultation regarding the appropriate regimens of care for children found to have elevated blood lead levels and for current immunization practice as requested by the provider.

Coordinate the services of the Provider Lead Program with the primary care provider (PCP) or clinic for the family of the lead toxic child and provide written reports to the PCP or clinic according to program guidelines.

Give appropriate assistance to members who express difficulty in gaining access to CCHP and/or CCHP providers.

Assist CCHP in outreaching and educating members on appropriate use of Medicaid covered services.

At all times, encourage members to seek medical care through CCHP.

CCHP agrees to:

Allow Provider to provide agreed upon services to CCHP members.

Follow-up on all members seeking care through Provider. Every attempt will be made to educate members to access care through CCHP.

Encourage CCHP providers to comply with “universal screening” standard for lead poisoning of children aged 6 months through 6 years.

Encourage CCHP providers to follow Centers for Disease Control recommendations in the treatment of children identified to have elevated blood levels.

Encourage CCHP providers to comply with the Standards for Pediatric Immunization Practice published by the Centers for Disease Control and Prevention.

Encourage CCHP providers to provide upon request, written feedback to Provider Lead Program regarding CCHP members’ follow-up or lack of follow-up with the PCP and/or clinic and outcomes of medical intervention.

Provide upon request, feedback to Provider regarding the CCHP members’ follow-up or lack of follow-up with the PCP. These requests will be limited to problem cases such as repeaters.

Participate in workgroup efforts to outreach, screen and educate members.

3.0 REIMBURSEMENT FOR SERVICES

CCHP shall reimburse the Provider for HealthCheck covered services provided to Participants the Wisconsin State Medicaid Fee Schedule allowable. In the event the Medicaid and BadgerCare fee-for-service rate is adjusted by DHFS on a retrospective basis, the revised rate will be applied to claims received after the notification date. No retroactive adjustments to previous claims payments will be made.

Accordingly, Provider agrees to accept payment from CCHP in accordance with the schedule above as full payment, and the Provider shall not bill or collect any fee or charge from a Member except for fees or charges for services provided at the request of a Member and which are not covered above.

4.0 MISCELLANEOUS

- a) Term. This MOU shall be for an indefinite term, and may be canceled by either party upon sixty (60) days prior written notice to the other.
- b) Insurance and Indemnification. The provider and CCHP acknowledge and agree that, (i) this MOU is not an agreement to insure or indemnify and (ii) each of them is solely responsible for its own negligence, acts or omissions.
- c) Quality Assurance. Provider agrees to participate as requested in the CCHP quality assurance program.
- d) Medical Records and Utilization Data. Provider agrees to provide access to records for compliance with State Medicaid Contract for those services provided by the Provider that were specifically approved to determine appropriateness of care, at no charge. Provider agrees to provide utilization data as required in the State Medicaid Contract.
- e) Entire Agreement. This MOU contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understanding, and negotiations and discussions, oral or written, on that subject matter. There are no warranties, representations or other agreements between parties with respect to the subject matter hereof except as specifically set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first above written.

CHILDREN'S COMMUNITY HEALTH PLAN

By: _____
Thomas M. Gazzana
President

Date: _____

CITY OF RACINE HEALTH DEPARTMENT

By: _____

Title: _____
Gary Becker
Mayor, City of Racine

Date: _____

ATTEST:

Janice M. Johnson-Martin
City Clerk

Date: _____

APPROVED AS TO FORM:

Daniel P. Wright
City Attorney