

- MOA - Financial
 MOU - Non-Financial
 ORIGINAL
 AMENDMENT

**Part 1 Face Sheet
MEMORANDUM OF UNDERSTANDING
STATE OF CONNECTICUT
Department of Social Services
CONTRACT ADMINISTRATION**

1. Indicate Memorandum Type. Non-financial agreements do not require fiscal review.
2. Prepare two original copies.
3. Originating agency internal approvals must be shown prior to contracting state agency acceptance.
4. The Department of Social Services and the contractor as listed below hereby enter into an agreement subject to the terms and conditions stated herein and subject to the applicable provisions of the Connecticut General Statutes.
5. Acceptance of this contract implies conformance with terms and conditions as stated in this agreement.

CONTRACTING STATE AGENCY	(1) Contracting State Agency Name CHILDRENS' TRUST FUND	(2) Contracting State Agency State # CTF9400	(3) Contracting State Agency FEIN: Not Applicable
	(4) Contracting State Agency Address 410 Capitol Ave	(5) Contracting State Agency Liaison & Phone # David Maltese - 418-8762	
ORIGINATING STATE AGENCY	(6) Originating State Agency DEPARTMENT OF SOCIAL SERVICES	(7) Originating State Agency # DSS6000	(8) Originating State Agency FEIN: Not Applicable
	(9) Originating State Agency Address 25 Sigourney Street, Hartford, CT 06106	(10) Originating State Agency Liaison & Phone # Rose Ciarcia – 424-5139	
CONTRACT PERIOD	(11) Contract Period (From – To) October 1, 2006 – June 30, 2009	(12) Funding Period (From -To) (N/A for MOUs) Not Applicable	
CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled	(13) Required No. Of Days Written Notice. 15 Days	
COMPLETE DESCRIPTION OF SERVICE	(18) Contracting state agency agrees to provide specific services as described in the scope of work beginning on page 2.		
COST AND SCHEDULE OF TRANSFER CERTIFICATES	(14) Not Applicable		

ACCEPTANCE AND APPROVALS		STATUTORY AUTHORITY - §4-8, 17b- 3	
(15) Department of Social Services PROGRAM DIRECTOR Rose Ciarcia			DATE
(16) Department of Social Services (FISCAL OFFICIAL) (N/A for MOUs)		Not Applicable	DATE
(17) Department of Social Services (CONTRACT ADMINISTRATOR) Kathleen M. Brennan			DATE
(18) CONTRACTING STATE AGENCY (AUTHORIZED OFFICIAL) Karen Foley-Schain, Executive Director			DATE
(19) ORIGINATING AGENCY (AUTHORIZED OFFICIAL) Michael P. Starkowski, Deputy Commissioner			DATE

Memorandum of Understanding
Between
The Children's Trust Fund
And
The Department of Social Services
For
Medicaid Covered Services

1. Introduction

The Children's Trust Fund (CTF) provides funding to support programs provided by the Nurturing Families Network (NFN).

The NFN is a network of community-based prevention providers working collaboratively to improve the health and well being of children who are at risk for abuse and neglect through the provision of screening, home visitation and group based services.

The NFN has four major goals: 1) to prevent child abuse and neglect; 2) to enhance positive parent-child interactions; 3) to promote optimal child health and development; and 4) to increase parents' self-sufficiency.

The NFN operates a home visitation program that uses population-based screening and assessment methods to target women who are pregnant or have recently given birth and are deemed to be at risk for child abuse and neglect. Staff at prenatal clinics and at hospital maternity wards or community health and social services agencies screen parents for a wide range of social and economic risk factors, including single parenthood, teen pregnancy, poverty, low education, unstable housing, substance abuse and mental health problems. They refer women who screen positive to the NFN's home visitation program (hereinafter Program), where a trained worker interviews women referred to the Program to assess their eligibility to participate. During the assessment interview the worker completes a tool that assesses the risk of parents abusing or neglecting their children, that has been recommended by the Contractor to the Department and the Department has approved its use before implementation. Women who score above a predetermined cut-off score are offered the opportunity to receive NFN Program services.

Participation in the NFN Program is voluntary. Women who choose to participate (hereinafter Program Participants) receive home visits conducted by specially trained paraprofessionals (hereinafter Home Visitors) who often live in the community being served and share the same cultural backgrounds as Program Participants. Home Visitors are not required to have a college degree, but most have some post-secondary education. NFN staff train Home Visitors in NFN Program knowledge and skills including; an understanding of child abuse and neglect, ability to conduct a developmental screen, parenting and home management skills and the ability to access community resources. Home visits are designed to target three areas directly related to NFN goals: parenting, child health and development, and parents' life course development. Home Visitors encourage positive health-related behaviors during pregnancy, provide education on child development and positive parenting practices, refer Participants to community resources, and work with Participants to address family challenges (e.g., substance abuse, mental health issues). NFN Program services are intended to be intensive, ideally beginning during the prenatal period and lasting until the Program Participant's child is five years old, or enrolls in Kindergarten or a Head Start Program.

2. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a means for the Department of Social Services (hereinafter DSS or the Department) to claim Federal reimbursement for Medicaid covered administrative services provided by the Children's Trust Fund NFN providers (hereinafter NFN

Subcontractors) without duplicating the Federal Financial Participation (FFP) claiming submitted by DSS on behalf of the Department of Social Services Healthy Start Program contractors.

3. Method

The Department as the single State Agency administering the Connecticut Medical Assistance Program, and the Children's Trust Fund (hereinafter CTF or Contractor), an independent Connecticut state agency, agree that:

- A. The Contractor will assist the Department in determining cost factors for those NFN Program services that may qualify for FFP through the Medicaid program;
- B. Attachment A to this agreement identifies those NFN providers that are subcontractors to CTF, as of the effective date of this agreement. As a subcontractor the NFN provider is authorized to deliver case management and other services, as listed in Section 6, for the benefit of qualified eligible Medicaid recipients participating in the NFN Program. This attachment may be revised throughout the term of this agreement as the CTF adds or deletes NFN providers as subcontractors; several providers added to the list)
- C. NFN Subcontractors are authorized to deliver NFN Program services to qualified eligible Medicaid recipients participating in the NFN Program. Services shall be delivered in coordination with other services provided by other state agencies and contracting entities to the same individuals. Such state agencies and/or contracting entities may include but are not limited to the Department of Children and Families, the Department of Mental Health and Addiction Services, the Department of Mental Retardation, the Department of Education, and the Department or the Department's agents including the Healthy Start Program contractors and Managed Care Organizations;
- D. The Department will make timely determination of the NFN Program Participant's Medicaid eligibility; and
- E. The Department and the Contractor shall review NFN Program services at least every six months and mutually agree to modify or amend said services, as necessary, following the execution of this MOU.

4. Statutory Authority

Section 905(a)(19) of the Social Security Act (hereinafter Act) authorizes State Medicaid agencies to provide case management services to Medicaid beneficiaries. Section 1915(g)(2) of the Act defines case management services as "services that will assist individuals eligible under the [State] plan in gaining access to needed medical, social, educational, and other services."

5. Term of Agreement: October 1, 2006 to June 30, 2009

6. Goals of the NFN Program:

- A. To prevent child abuse and neglect
- B. To promote and protect the optimal health of both mother and baby to improve the growth and development of children by:
 - 1). Reducing the rate of infant mortality, morbidity and low birth weight;
 - 2). Facilitating access and utilization of prenatal/postpartum care services by eligible pregnant women through Connecticut's HUSKY A health coverage program; and
 - 3). Enhancing positive parent-child interactions
- C. To increase parents' self-sufficiency.

7. Scope of Work:

A. Responsibilities of the Contractor

The Contractor shall:

1). Network

- a. Coordinate with the Department to develop collaborative working arrangements including referral protocols between the Contractor's NFN subcontractors and the Department's Healthy Start (HS) Contractors;
- b. Enter into contracts with NFN providers in locations across Connecticut to provide qualified Medicaid services to a minimum of 1000 targeted pregnant and post partum women (hereinafter Client) each year in households with family incomes at or below 185% of the federal poverty level; and
- c. Notify the Department of any additions or deletions of NFN providers.

2). Coordination Management

Within three months from the execution of this MOU collaborate with the Department to develop a coordination protocol between the NFN providers and the DSS HS contractors serving clients in the same service area to avoid service duplication and to ensure care continuity.

3). Training

Jointly, with the Department, develop and implement a training program for new NFN workers to ensure collaboration and appropriate referrals between NFN subcontractors and HS subcontractors.

4). Administrative

- a. Agree that the Contractor's payments to the NFN subcontractors for case management services will be categorized as expenditures eligible for Federal Medicaid matching funds when the reimbursement is for NFN services provided by staff under contract or agreement with the Contractor to serve eligible Program Participants in the NFN program;

- b. Submit for the Department's review and approval the methodology the Contractor shall use and require its subcontractors to use to establish billable Medicaid rates. Acceptable methodologies may include but are not limited to the time study methodology, activity coding and instructions for reporting percentage of time in Medicaid and non-Medicaid activity by each participant in the rate-setting activity. The Contractor shall implement the methodology only after the Department approves the methodology in writing to the Contractor;
- c. Agree that the State will deposit into an appropriate State fund Federal Medicaid matching funds the State receives based on the claiming process described in this Memorandum and that the Contractor's payments to NFN subcontractors for case management services are payments in full for all covered case management services;
- d. Certify to the Department that Children's Trust Fund payments for case management services are provided in accordance with Medicaid regulations;
- e. Ensure the confidentiality of all Medicaid eligibility and service information, whether in a verbal, written, or recorded magnetic medium, conforming with all applicable Federal and State statutes and regulations including but not limited to HIPAA;
- f. Comply with Medicaid documentation requirements and require the retention of these records for a period of at least five years from the date of the claim or the minimum amount of time required by state law or regulation, whichever is greater. In the event of an audit or a dispute concerning reimbursement retain all records until the dispute is resolved or the audit is completed; and
- g. When requested by the Department, provide copies of the written agreements with subcontractors providing case management services stipulating that they will not bill Medicaid directly for services they provide under this Agreement, and that they understand that their billing Medicaid directly for services covered under this agreement would constitute "double billing" which would violate Federal and State laws.
- h. Assist the DEPARTMENT in its efforts to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its amendments, rules, procedures, and regulations. To that end, the Contractor shall cooperate and abide by any requirements mandated by HIPAA or any other applicable laws. The Contractor acknowledges that HIPAA may require the Contractor and the DEPARTMENT to sign a business associate agreement or other documents for compliance purposes, including but not limited to a business associate agreement. The Contractor shall cooperate with the DEPARTMENT on these matters and sign whatever documents may be required for HIPAA compliance and abide by their terms and conditions.

5). Report Requirements:

Develop and provide quarterly activity reports, in a form and manner agreed to by the Department, by the 60th calendar day following the quarterly program period or as otherwise approved by the Department in writing. At a minimum the activity reports shall describe the process activities of the NFN subcontractors including:

- a. Steps taken to inform the public, most particularly lower-income pregnant women, of the availability of NFN Program services;
- b. The number of Medicaid eligible clients registered for NFN program services and those assessed for health and health-related services;

- c. The number of eligible pregnant women registering for the NFN program services and the trimester in which the pregnant women register;
- d. The number of risk prevention and reduction strategy assessments conducted with eligible pregnant teenagers, pregnant women, and mothers with infants up to 60 months of age;
- e. The number and type of risk prevention and reduction strategies implemented with eligible pregnant teenagers, pregnant women, and mothers with infants up to 60 months of age;
- f. The number of comprehensive care plans completed and implemented for the women who have registered for NFN program services and assessed as high risk;
- g. The number of referrals from H S contractors to NFN subcontractors and the number of referrals from NFN subcontractors to H S contractors;
- h. The acceptance rate of referrals to specialized NFN program services;
- i. The number of prenatal care visits scheduled for eligible women enrolled in the NFN program and identified as being high-risk and a report on the number of projected adequate prenatal care visits determined by applying the modified Kessner Index; and
- j. The Time by Function Report for Contractor's Consultants and Personnel. The form of the Time by Function Report shall be agreed to and approved by the parties..

6). Claiming Methodology

- a. Submit to the Department a quarterly claim in a form and format approved by the Department including, but not limited to the following data elements:
 - 1). The amount expended in the quarter on Nurturing Family Network program activity;
 - 2). The proportion of the program related to the Medicaid program (time study data); and
 - 3). The proportion of program participants Medicaid eligible during the quarter.
- b. Report total NFN spending for the quarter, gathered from the NFN subcontractors and the Contractor's direct NFN related expenses.
- c. Report the proportion of NFN Program Participants reported as Medicaid eligible for each month in the quarter averaged to obtain an average Medicaid eligible percentage for the quarter as reported by the NFN subcontractors to the Contractor.
- d. Report the proportion of time study results determined to be Medicaid related from the most current time study results.
- e. The formula for claim calculation equals: Total NFN expenses for the quarter (1 above) times the sum of the percentage Code C is of time study activity plus the percentage resulting from the sum of each percentage of time study activity for Codes D through H times the average percentage of NFN participants reported as Medicaid eligible for the quarter (2 above). The result of this calculation will be the total NFN claim to Medicaid for the quarter.
- f. Example:
 - 1). Total NFN expenses for the quarter \$1,000,000 as certified by Children's Trust
 - 2). Total average percentage of NFN participants Medicaid eligible 80%
 - 3). Time Study Results:

	Strikes	
A. Leave, Break, Off Duty	4,631	dropped
B. General Administration	6,459	distributed across C - K
C. Outreach	661	6.9%
D. Screening	927	9.6%
E. Monitoring/ Oversight	1,562	16.1%
F. Promotion of Parent Child Interaction	4,780	49.4%
G. Parent Group/ Maternal Life Course	1,048	10.8%
H. Referral to Medical and Health Related	179	1.9%
I. Referral to Non-medical Services	368	3.8%
J. Counseling and Treatment	51	5%
K. Fund Raising, Research, and Other	97	1.0%

\$1,000,000 total quarterly NFN expenses x 6.9% (Code C Outreach) + (87.8% (the sum of D through H) x 80% Medicaid eligible participants) = \$1,000,000 x 77.1% = \$771,000 total claim to Medicaid (submitted by Trust Fund to DSS).

7). Subcontractor Requirements

Include the following provisions in its subcontracts with NFN providers providing NFN program services and claiming FFP:

The NFN provider shall:

a. Case Management and other services

- (1). Provide health-related case management to pregnant and post-partum women and their children in the state each fiscal year utilizing the NFN Intake form or other suitable form proposed by the contractor and agreed to in advance by the Department provided by the Contractor;
- (2). Assist pregnant and post partum women and their newborn infants up to 60 months of age with access to healthcare services;
- (3). Coordinate care of women and children with other health care providers and monitor the growth and development of newborns through their fifth birthdays;
- (4). Implement risk prevention and reduction strategies among eligible pregnant teenagers, pregnant women, and mothers with infants up to 60 months of age utilizing the HS-NFN program implementation policy dated 10/18/06 and as may be amended in the future, incorporated into this Agreement by reference, for appropriate risk assessment and intervention guidelines for outreach, assessment, and service delivery;
- (5). Implement the Contractor and Department approved coordination protocol as required in Section 7.A.2. on page 5 of this agreement, to avoid duplicating case management provided by other entities;
- (6). Refer eligible Program Participants to H S providers, HUSKY Managed Care Organizations (MCO) or other appropriate providers;
- (7). Receive referrals from the Department and its H S contractors;
- (8). Develop an individualized specific care plan in collaboration with other appropriate NFN providers and the Program Participant within 30 days from the Provider's assessment or screening;

- (9). Maintain a case management client record of all case management services provided;
 - (10). Provide case management activity reports to the Contractor or the Department as required; and
 - (11). Provide information to the Contractor, pertaining to items 1 through 10 above, for inclusion in the Contractor's report to the Department.
- b. Administrative and Cost Reporting:
- (1). Cooperate with the Department and the Contractor in any cost reporting process to establish rates for services provided by NFN services providers;
 - (2). Accept payment from the Contractor, as determined by the Contractor, as payment in full for those NFN program services covered by Medicaid;
 - (3). Comply with Medicaid and the Contractor's program service and fiscal documentation requirements and retain required records for a period of at least five years from the date of the claim or for the minimum amount of time required by Federal or State law or regulation governing record retention, whichever period is greater. In the event of a dispute concerning services provided to a client, or a dispute concerning reimbursement, or in the event of an audit, the participating provider shall maintain such records until the dispute is resolved or until the audit is completed and shall provide such records to the Department, the Contractor, the Federal Government or an authorized representative upon request.
- c. Confidentiality and Data Security
- (1). Comply with all applicable Federal and State laws, including but not limited to HIPAA, concerning data security and confidentiality and the use, publication and disclosure of information concerning all recipients of targeted case management services under this Agreement;
 - (2). Furnish all information requested by the Department or the Contractor or Federal government; and
 - (3). Allow the Department or its authorized representatives the right to enter the subcontractor's premises, or such other places where duties under this Agreement have been or are being performed, to inspect, evaluate or monitor the work performed. The subcontractor must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not delay work. The subcontractor shall disclose to the Department information on clients, applicants and their families as requested unless prohibited by Federal or state law. Written evaluations pursuant to this section shall be made available to the subcontractor.

B. Responsibilities of The Department

The Department shall:

- 1) Determine the Medicaid eligibility of individuals who have been assisted by NFN subcontractors with their Medicaid application process.
- 2) Review with the Contractor the policies and procedures that apply to the functions of the MOU at least every six months following the execution of this MOU.
- 3) Review for and approve methodologies and reports for billing purposes.

4) Verify the calculation and apply to the federal claiming format.

8. Terms And Conditions

A. Agreement Revisions/ Amendments

This agreement may be amended at any time during its term, provided that mutually agreed upon changes are in writing and executed by the parties to this agreement.

B. Liaison

The Department and the Contractor agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that may arise during implementation and operation of the agreement.

Department of Social Services

Children's Trust Fund

Rose Ciarcia 25 Sigourney St. Hartford, CT 06106 424-5139	David Maltese 410 Capitol Ave Hartford, CT 06106 418-8762
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C. Reporting

The Contractor may be required to file progress reports on a schedule and in a form and manner to be determined by the Department. The purpose of the reports will be to provide needed documentation to support the Department's Medicaid claiming.

D. Examination Of Records

The Department and its duly authorized representatives, the Auditors of Public Accounts and/or the U.S. Department of Health and Human Services and their duly authorized representatives, shall have access to and the right to examine any of its books, records, including but not limited to financial records, documents and papers pertinent to this agreement for the purpose of making audit, examination, excerpts and transcriptions.

If an audit, litigation, or other action involving the records is started during the term of the agreement or five years following the termination of this agreement, the records must be retained until all issues arising out of any litigation are resolved.

E. Inspection Of Work Performed

The Department or its authorized representative shall at all reasonable times have the right to enter into the contractor's or subcontractor's premises, or such other places where duties under this agreement are being performed, to inspect, monitor or otherwise evaluate the work being performed. The contractor or subcontractor must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

F. Confidentiality

All material and information provided to the contractor and subcontractor by the State or acquired by the contractor or subcontractor in performance of the agreement whether verbal, written, recorded magnetic media, cards or otherwise shall be regarded as confidential information and all necessary steps shall be taken by the contractor or subcontractor to safeguard the confidentiality of such material or information in conformance with federal and state statutes and regulations including HIPAA. The contractor or subcontractor agrees that they are prohibited from releasing any and all information provided by the Department or providers or any information generated by the contractor or subcontractor without the prior expressed written consent of the Department's Contract Administrator. Furthermore, by signing below, the Contractor and the Department of Social Services agree to the terms and conditions of this contract and further agree that the Contractor herein is a Business Associate under HIPAA.

G. Settlement of Disputes

Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department of Social Services whose decision shall be final and conclusive.

H. Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then parties shall be relieved of all obligations under that provision. The remainder of this Agreement shall be enforced to the fullest extent permitted by law.

I. Waivers

No covenant, condition, duty, obligation or undertaking contained in or made a part of this Agreement shall be waived, except as specifically provided in any section of this Agreement or by the written agreement of the parties. Forbearance or indulgence in any form or manner by the Department in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation or undertaking to be kept, performed, or discharged by the contractor or subcontractor.

J. Independent Capacity of the Contract or Subcontractor

The contractor or subcontractor does not have, nor shall the contractor or subcontractor hold themselves out as having, any right, power or authority to create any Agreement or obligation either expressed or implied, on behalf, in the name of, or binding upon the Department. The contractor or subcontractor shall be solely responsible and liable for contractor or subcontractor's employees and their acts.

K. General Conditions:

The stipulations of Sections 4-8 and 17b-3 of the Connecticut General Statutes, relevant state and federal regulations and Executive Orders including non-discrimination requirements are hereby incorporated into this Agreement by reference.

L. Termination

This Agreement may be terminated by the Department, upon fifteen (15) days advance written notice delivered to the Parties specifying a date of termination.

M. Force Majeure

No party shall incur liability for any failure to perform its obligations under this contract due to causes beyond its control including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of war, acts of God, acts of federal, state or local government or any agency thereof and judicial action, acts of third parties, and computer or equipment failures other than those caused by the sole negligence of either party.

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ATTACHMENT A

NFN Subcontractors:

Child Guidance Center of Greater Bridgeport, Inc.
Manchester Memorial Hospital
Child Guidance Clinic of Greater Waterbury, Inc.
Visiting Nurse and Home Care, Inc.
Visiting Nurse Association of South Central Ct, Inc.
Yale University
Families Network of Western CT, Inc.
Lawrence & Memorial Hospital
Family Strides, Inc
Generation Family Health Center, Inc.
Madonna Place, Inc.
Family and Children's Agency, Inc.
Family Centers, Inc.
Hospital of Central Connecticut
St. Francis Hospital
Community Health Center, Inc.
Middlesex Hospital
Staywell Health Center, Inc.
Day Kimball Hospital
Hartford Hospital
Bristol Hospital
Coordinating Council for Children in Crisis, Inc.
Hospital of Saint Raphael
New Milford Visiting Nurse Association, Inc.
Community Health Resources, Inc.
UCONN Medical Center
Village for Families and Children, Inc.
Catholic Charities, Inc. (Southside)
Catholic Charities, Inc. (Asylum Hill)
Catholic Charities, Inc. (El Centro)
City of Hartford
Family Life Education, Inc.
Trust House, Inc.
Hispanic Health Council, Inc.
City of New Haven - Dept of Public Health
Hill Health Corporation - Hill North
Hill Health Corporation - South North
Fair Haven Community Health Clinic, Inc.
The Children's Community Programs of CT, Inc.