



Iowa Department of Human Services

## Iowa Medicaid Memorandum of Understanding (MOU) for Value Based Purchasing Support Activities

This MOU is entered into by the following parties:

<b>Agency of the State (hereafter "Agency")</b>
<b>Name/Principal Address of Agency:</b> Iowa Department of Human Services 100 Army Post Road Des Moines, IA 50315

<b>Contractor (hereafter "Contractor")</b>		
Name		
Organization Name		
Federal Tax Identification Number		
Address		
City	State	Zip Code
Contact Person		
Telephone	Email	

### 1. DURATION

The term of this MOU shall be \_\_\_\_\_ through \_\_\_\_\_ unless terminated earlier.

### 2. PURPOSE

The purpose of this MOU is to provide Contractor access to specified Agency data so that Contractor can carry out the scope of work identified as Value-based Purchasing Support Activities for the express intent to improve the health of Medicaid members and lower overall costs to the Medicaid program, including the Medicaid population being served by a Managed Care Organization.

### 3. RESPONSIBILITIES OF THE AGENCY

- A. Provide Contractor, access to Value Index Score (VIS) results and other utilization reports using a secure online login dashboard. The dashboard which is updated regularly shall reflect a quality score for the entire Medicaid population that includes populations attributed to one or more MCOs.
- B. Provide Contractor notifications to a designated location for attributed Medicaid members that have an emergency room discharge, an inpatient admission, and an inpatient discharge.
- C. Share claims data with Contractor regularly in a format supplied by the Agency for the express purpose of performing analytics to improve patient outcomes and lower overall expenditures for the Medicaid programs.

### 4. RESPONSIBILITIES OF THE CONTRACTOR

#### A. Scope of Work:

The data shared by the Agency to Contractor are to support the Contractor in implementing processes that improve patient health outcomes and lower total cost of care.

#### B. Obligations:

##### **Personnel**

1. The Contractor shall designate at least one (1) individual within its organization to serve as a liaison between the Contractor and the Agency for the purposes of this Agreement. The Contractor shall inform the Agency in advance of changes in such designation.

##### **Provider Enrollment and MCO Engagement**

2. The Contractor shall at all relevant times be an active Iowa Medicaid provider and be subject to the terms of the Medicaid Provider Agreement, which is incorporated herein by reference.
3. Contractor shall engage in VBP arrangements offered by one or more Managed Care Organizations.

##### **Health Information Technology**

4. Contractor shall have a current Iowa Health Information Network (“IHIN”) Participation Agreement and shall utilize both Direct Messaging and query technology to improve patient care.
5. The Contractor shall work with the Agency to connect and transmit all affiliated hospital Admission Discharge Transfer (“ADT”) data to the Agencies Event Notification System.

##### **Network Identification and Maintenance**

6. The Contractor shall provide to the Agency the list of provider tax IDs affiliated to this VBP arrangement. The Contractor shall update the list within thirty (30) days of any tax ID changes.

7. **Exclusivity of Provider Tax IDs.** For purposes of ensuring the accuracy of attribution and results of Performance Measures, the Contractor shall ensure that all participating provider tax IDs are exclusive to this Contractor. The Contractor shall promptly (within two (2) business days) notify the Agency in the event that a provider tax ID is no longer participating affiliated. In the event the Agency becomes aware that a provider tax ID is no longer affiliated to the Contractor or is seeking to affiliate with more than one VBP Contractor, the Agency will promptly notify both VBP Contractors. The Contractors involved shall resolve any issues. In the event the issue cannot be resolved within thirty (30) days of any notice provided pursuant to this Section, the Agency will determine, in its discretion, which Contractor shall include the provider tax ID and shall provide notice to the Contractor in question of such determination.
8. **Changes in Tax IDs.** The Contractor may add or remove a tax ID at any time and accepts that all Medicaid members attributed to PCPs with within the tax ID will be added or removed from the attribution calculation that impacts quality scores through the VIS, claims data shares, and Alerts shared with the contractor. Changes in tax IDs for the Contractor will not have a retroactive effect.

**C. Deliverables:**

Reference	Deliverable Description	Frequency
3.(B)	SFTP site or Direct Messaging account to enable the Agency to deliver event notifications for attributed Medicaid members.	Upon execution of this agreement and updated as needed.
4.(B)(1)	Provide liaison name and contact information (email, phone, address).	Upon execution of this agreement and updated as needed.
4.(B)(3)	Provide proof of at least one VBP agreement executed with an MCO.	Upon request from the Agency.
4.(B)(6)	Provide and maintain a list of Tax IDs affiliated with contractor in VBP activities.	Upon execution of this agreement and updated as needed.

**5. ACCOUNTABILITY**

By signing this MOU, the parties agree to achieve the outcomes listed above. Together, the parties will regularly evaluate the achievement of the MOU outcomes.

**6. COMPENSATION**

The Agency will not pay the Contractor for provision of these services.

**7. TERMINATION UPON NOTICE**

Either party may terminate this MOU, without penalty or incurring of further obligation, upon 30 days' written notice.

## 8. ADMINISTRATION

**Amendments.** This MOU may be amended in writing from time to time by mutual consent of the parties. All amendments to this MOU must be fully executed by both parties.

**Confidentiality.** Information of the parties that identifies clients and services is confidential in nature. The parties and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the MOU. No party shall use confidential information for any purpose other than carrying out the purpose under this MOU. Each party shall establish and enforce policies and procedures for safeguarding the confidentiality of such data.

**Business Associate Agreement.** The Contractor, acting as the Agency's Business Associate, performs certain services on behalf of or for the Agency pursuant to this MOU that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency's website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into this MOU by reference.

By signing this MOU, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. The Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: <http://dhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the MOU within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to an MOU amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

## 9. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above the parties have entered into this MOU and have caused their duly authorized representatives to execute this MOU.

<b>Contractor</b>	<b>Agency, Iowa Department of Human Services</b>
<b>Signature of Authorized Representative</b>	<b>Signature of Authorized Representative</b>
<b>Printed Name and Title</b>	<b>Printed Name and Title</b>
<b>Date</b>	<b>Date</b>