

**Affected Programs:** BadgerCare Plus, Medicaid

**To:** Case Management Providers, Prenatal Care Coordination Providers, HMOs and Other Managed Care Programs

## **New Requirements for Information Sharing Between Prenatal Care Coordination Providers and State-Contracted HMOs**

This *ForwardHealth Update* announces new requirements for information sharing between Medicaid-enrolled prenatal care coordination providers and state-contracted HMOs effective August 1, 2014.

This *ForwardHealth Update* announces new requirements for information sharing between Medicaid-enrolled prenatal care coordination (PNCC) providers and state-contracted HMOs effective August 1, 2014. Additionally, this *Update* includes a revised sample memorandum of understanding (MOU) containing all information that must be included in MOUs between PNCC providers and state-contracted HMOs.

### **Required Information Sharing**

#### ***Memorandum of Understanding***

Medicaid-enrolled PNCC providers are required to have on file a signed copy of an MOU with a state-contracted BadgerCare Plus and Medicaid SSI HMO when the PNCC provider is located in the HMO's service area. This requirement applies regardless of whether or not the PNCC provider is providing services to members enrolled in the HMO.

The MOU provides a framework for effective communication between the PNCC provider and the HMO. It establishes a working relationship between both entities,

outlines procedures for sharing information, and outlines respective roles and responsibilities.

Since an HMO has overall responsibility for its member's health care, the HMO needs to be aware of concerns that could have an impact on the member's pregnancy outcome.

Effective August 1, 2014, all MOUs between PNCC providers and HMOs must include, at a minimum, all of the information contained in Sections 1-3 of the revised sample MOU that is provided in the Attachment of this *Update*.

Fee-for-service reimbursement for PNCC services may be recouped if providers do not have an updated MOU on file on and after August 1, 2014.

The MOU must be reviewed every three years, at a minimum. Upon reviewing the MOU, the PNCC provider and HMO may choose to renew it as is or make changes, if necessary. If the PNCC provider and the HMO determine that no changes are necessary, they may simply re-sign and date the existing MOU.

If an MOU is not renewed, it will expire three years from the last signature date.

## Pregnancy Questionnaire

Effective August 1, 2014, PNCC providers will be required to share the following information with a member's HMO:

- A copy of the completed Prenatal Care Coordination Pregnancy Questionnaire, F-01106 (02/09). (Refer to the Forms page of the ForwardHealth Portal at [www.forwardhealth.wi.gov/](http://www.forwardhealth.wi.gov/) for a copy of the Pregnancy Questionnaire and to the Prenatal Care Coordination Service area of the Online Handbook on the Portal for additional information about completion of the Pregnancy Questionnaire.)
- Other information that could have a direct impact on the member's health or the health of the unborn baby (e.g., whether the member smokes or has a mental health diagnosis).

The PNCC provider and the HMO should work together to determine the appropriate level of information to be shared and the specifics of how and when information will be shared. These details should be outlined in the MOU.

The Health Insurance Portability and Accountability Act of 1996 and state confidentiality laws permit exchange of this information for treatment purposes and for health care operations; however, if a member requests that any or all of the Pregnancy Questionnaire or other information *not* be shared with the HMO, the PNCC provider should document the member's decision in the member's file and notify the HMO of that decision.

Prenatal care coordination providers are required to keep a copy of the completed Pregnancy Questionnaire in the member's file.

## Reminders

In addition to establishing MOUs with Medicaid-enrolled HMOs, PNCC providers are required to establish working relationships with primary and obstetric care providers, key community agencies, and social services providers. If possible, PNCC providers should develop written agreements that address specific procedures to be followed

for making referrals and for obtaining information on the outcome of the referrals from these providers and agencies.

Prenatal care coordination providers are required to obtain a written release of information from the member prior to sharing any personally-identifiable information with entities other than the member's HMO or for purposes other than those for which state or federal law permit disclosure without authorization. Providers should refer to the Prenatal Care Coordination service area of the Online Handbook on the Portal for additional information regarding informed consent, information sharing, and referrals.

The *ForwardHealth Update* is the first source of program policy and billing information for providers.

Wisconsin Medicaid, BadgerCare Plus, SeniorCare, and Wisconsin Chronic Disease Program are administered by the Division of Health Care Access and Accountability, Wisconsin Department of Health Services (DHS). The Wisconsin AIDS Drug Assistance Program and the Wisconsin Well Woman Program are administered by the Division of Public Health, Wisconsin DHS.

For questions, call Provider Services at (800) 947-9627 or visit our Web site at [www.forwardhealth.wi.gov/](http://www.forwardhealth.wi.gov/).

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# **ATTACHMENT**

## **Sample Memorandum of Understanding Between Prenatal Care Coordination Provider and HMO**

(A copy of the “Memorandum of Understanding [Sample Format] Between Prenatal Care Coordination Provider and HMO” is located on the following pages.)

# MEMORANDUM OF UNDERSTANDING (SAMPLE FORMAT) BETWEEN PRENATAL CARE COORDINATION PROVIDER AND HMO

## INSTRUCTIONS

Prenatal Care Coordination (PNCC) services are paid fee-for-service by Wisconsin Medicaid and BadgerCare Plus for all members, including those enrolled in state-contracted HMOs. The PNCC provider may not determine the need for specific medical care, or make referrals directly to providers of medical care, for services covered under the HMO contract. The HMO is responsible for managing the member's overall care. The HMO and the PNCC provider agree to facilitate inter-agency communication and inform staff from both the HMO and the PNCC agency about the policies and procedures for this cooperation, coordination, and communication.

## PURPOSE AND SCOPE

Wisconsin Medicaid and BadgerCare Plus require the establishment of a memorandum of understanding (MOU) between PNCC providers and HMOs. The MOU recognizes that the PNCC agency and the HMO have "clients-in-common" and agree to cooperate in removing access barriers, coordinating care, and providing culturally competent services. The MOU provides a framework for establishing a working relationship between both entities.

## PERIOD OF AGREEMENT

This MOU becomes effective on the date that **both** the HMO and the PNCC provider have signed it. The MOU remains in effect for three years from the date of the last signature. At the end of the three-year term, the MOU must be renewed in order to remain in effect. If the MOU is not renewed, it will expire.

This MOU may be amended at any time by mutual agreement, with the changes noted in a signed and dated addendum to this document.

Use of this sample MOU is optional, but the information contained in Sections I through III of this sample MOU must be included in any MOU between PNCC providers and HMOs.

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## SECTION I — RESPONSIBILITIES OF PRENATAL CARE COORDINATION PROVIDER

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Under this agreement, the PNCC provider will do the following:

1. Designate at least one individual to serve as a liaison between the PNCC provider and the HMO.
2. Share the liaison's name and contact information with the HMO.
3. Notify the HMO when providing PNCC services to one of its members. (*HMO enrollment information is included in the ForwardHealth Enrollment Verification System*).
4. Contact members referred by the HMO and work diligently to enroll them in PNCC within five days of receiving the referral. This includes the following activities:
  - Providing the HMO with the name and contact information of the member's designated care coordinator.
  - Notifying the HMO if the member is determined ineligible or if the member declines PNCC services.
5. Obtain a written Release of Information from all members receiving PNCC services to support the sharing of information with obstetric care providers and other health care providers.
6. Send the HMO a completed copy of the *Pregnancy Questionnaire* within two business days of receiving the request.
7. Share other relevant information with the HMO to coordinate services and help ensure healthy birth outcomes.
8. Consult with the designated HMO liaison, as needed, on member-specific issues.
9. Participate in meetings, as needed, to evaluate the effectiveness and efficiency of this MOU.

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## SECTION II — RESPONSIBILITIES OF HMO

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Under this agreement, the HMO will do the following:

1. Designate at least one individual to serve as a liaison between the HMO and the PNCC provider. This individual will be the key point of contact for the PNCC provider.
2. Share the liaison's name and contact information with the PNCC provider.
3. Inform HMO members about the availability and benefits of PNCC services and share a listing of local PNCC providers, if necessary.
4. Inform appropriate network providers about the availability and benefits of PNCC services.
5. Encourage obstetric care providers to establish MOUs with PNCC providers to delineate their working relationship.
6. Ensure that appropriate staff and network providers understand when and how to refer women for PNCC services.
7. Facilitate communication between network providers and care coordinators, when necessary.
8. Participate in meetings, as needed, to evaluate the effectiveness and efficiency of this MOU.

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*Continued*

**SECTION III — SIGNATURES OF AUTHORIZED REPRESENTATIVES**

Name — PNCC Agency	Name — HMO
Name — Authorized Agency Representative (Print)	Name — Authorized HMO Representative (Print)
Title — Authorized Agency Representative	Title — Authorized HMO Representative
<b>SIGNATURE</b> — Authorized Agency Representative	<b>SIGNATURE</b> — Authorized HMO Representative
Date Signed*	Date Signed*

\*This MOU expires no later than three years from the latest date signed.

Name and Contact Information (if known) — Designated PNCC Liaison	Name and Contact Information (if known) — Designated HMO Liaison
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