

**Memorandum of Understanding Between
District of Columbia Department of Health
And
The Department of Health Care Finance**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Department of Health's, (DC Health), Community Health Administration, (CHA), the seller agency, and the Department of Health Care Finance, (DHCF), the buyer agency, collectively referred to herein as the "Parties."

The Department of Health Care Finance seeks to provide funding to the CHA to administer the District of Columbia's Linkage and Tracking System (DCLTS) for a period of five years. The DCLTS was established in 1985 with funding from the U.S. Department of Health and Human Services under the initiative of Special Projects of Regional and National Significance. The mission of the DCLTS is to improve the health outcomes for children between the ages of zero-to-twenty one years who are at risk for developmental delays and disabilities or who exhibit signs or symptoms of developmental disabilities through early identification, tracking, and linkage with appropriate services.

The CHA will utilize DC Help Me Grow District of Columbia (*HMG DC*) as its centralized DCLTS to identify, track, and link at-risk families with children ages zero-to-five, to services. HMG DC is a unique, comprehensive, and integrated system designed to address the need for early identification of children at risk for developmental and/or behavioral problems; and, provide linkage to developmental and behavioral services, as well as supports for children and their families. HMG DC also collaborates with other vital perinatal and early childhood programs such as WIC, Safe Sleep and Healthy Start in order to connect families to resources in the District.

The four required components of HMG DC are: 1) to maintain a centralized telephone access point to support healthy development of children and healthy birth for pregnant mothers through telephonic care coordination; 2) to establish partnerships with community to promote the use of HMG DC and provide networking opportunities among families and service providers; 3) to establish physicians outreach to support early detection and early intervention; and, 4) to develop a data collection and analysis to understand all aspects of the HMG DC system, including the identification of gaps and barriers. In response to the COVID-19 public health pandemic, HMG DC will provide continued support to District residents through additional methods of communication that include, but are not limited to text messaging, email, FaceTime, or other acceptable means of communication.

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II. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. Responsibilities of DHCF

1. DHCF shall be responsible for executing the financial components of the Memorandum of Understanding by transferring the agreed upon funds for the FY 2021 HMG DC program to the Department of Health, Community Health Administration for the costs incurred in administering the program.
2. DHCF, with the assistance of the Office of the Chief Financial Officer (OCFO) staff, shall coordinate and prepare the Medicaid FFP Claim Quarterly Report based upon the agreed cost allocation methodology and submit the report to CMS. Revenue is generated by reimbursement for patient identification, tracking and referral, and related administrative costs.
3. DHCF shall ensure that the HMG DC program has the identified points of contact (POC) for the DC Medicaid Managed Care Organizations (MCO) in order to develop a bi-directional referral and feedback loop process.

B. Responsibilities of DC Health

1. Upon the execution of this MOU, receive the transfer of two hundred ninety-six thousand and eight hundred forty-six dollars (\$296,846) from DHCF and apply the funds toward the FY 2021 administration of the HMG DC program.
2. Employ three care coordinator positions to link families to information and community resources; and, provide personalized care coordination.
3. Develop and maintain the on-going training and professional development of the HMG DC staff to effectively support families.
4. Submit a midyear report and a final report to DHCF basis on data agreed upon by DHCF Division of Children's Health Services and CHA. The reporting schedule shall be as follows:

Report	Due Date
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Midyear Report	April 30 th
Final Report	October 31 st

C. JOINT RESPONSIBILITIES

1. DC Health and DHCF shall review the current process of facilitating and coordinating referrals for MCO children and families.
2. DC Health and DHCF shall jointly review HMG DC data quarterly.
3. DC Health and DHCF shall meet as appropriate, based on a mutually agreed upon schedule.

III. DURATION OF MOU

The period of this MOU shall be from October 1, 2020 through September 30, 2024.

IV. AMENDMENTS AND MODIFICATIONS OF MOU

The terms and conditions of this MOU may be modified only upon written agreement by the Parties.

V. TERMINATION OF MOU

Either Party may terminate this MOU in whole or in part by giving ninety (90) business days advance written notice to the other Party.

VI. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01 (k)

VII. FUNDING PROVISIONS

A. Cost of Services

1. Total cost for services for FY 2021 under this MOU shall not exceed two hundred ninety-six thousand and eight hundred forty-six dollars (\$296,846) for the period effective execution of the MOU through September 30, 2021. Funding for the services shall not exceed the actual cost of the goods or services, including labor, materials and overhead.
2. The estimated cost of this MOU is based on the continuous operation of the HMG DC program.

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3. In the event of termination of the MOU, payment to the vendor of record shall be held in abeyance until all required fiscal reconciliations are completed, but not longer than September 30th of the current fiscal year.

4. HMG DC FY 2021 Budget is as follows:

Personnel	DHCF	DOH	Total
Care Coordinator (3 FTEs: G11)	\$ 240,685.31	\$ 394,564.97	\$ 635,250.28
Non-Personnel Cost			
Supplies	\$ 8,160.69	\$ 15,000.00	\$ 23,160.69
Marketing	\$ 10,000.00	\$ 100,000.00	\$ 110,000.00
Training	\$ 12,000.00		\$ 12,000.00
Travel	\$ 8,000.00	\$ -	\$ 8,000.00
Membership Fees	\$ 2,000.00		\$ 2,000.00
TOTAL	\$ 280,846.00	\$ 509,564.97	\$ 790,410.97

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B. Payment

1. Payment for all of the goods and services shall be made through an Intra-District advance by DHCF to CHA based on the total amount of this MOU.
2. CHA shall submit quarterly reports using (DHS-Form 1713) for the prior quarter's expenditures with supporting documentation as evidence of expenditures which shall explain the amounts billed for the period. The reconciliations shall include: (1) List of materials and their costs; (2) Labor costs including hourly rates for all staff and (3) reasonable overhead.
3. Advances to CHA for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
4. CHA will receive the advance and bill DHCF through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. CHA will return any excess advance to DHCF by September 30th of the current fiscal year.
5. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems (OFOS).

C. Anti-deficiency considerations

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

The seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

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IX. RECORDS AND REPORTS

The seller agency shall maintain record and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon DHCF request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

X. TERMINATION

Either Party may terminate this MOU in whole or in part by giving ninety (90) calendar days advance written notice to the other Party.

XI. NOTICE

The following individuals are the contact points for each Party under this MOU:

Department of Health - Community Health Administration	
Erica McClaskey, MD, MS, FAAFP Bureau Chief, Family Health 899 North Capitol Street, NE Washington, DC 20002 Phone: 202-442-9338 Erica.mcclaskey@dc.gov	Omotunde Sowole-West Division Chief, Early Childhood Health 899 North Capitol Street, NE Washington, DC 20002 Phone: 202-442-9336 omotunde.sowole-west@dc.gov
Department of Health Care Finance	
Colleen Sonosky, JD Associate Director Division of Children's Health Services Health Care Delivery Management Administration 441 4 th Street NW, Suite 900S Washington, DC 20002 Phone: 202-442-5913 Colleen.Sonosky@dc.gov	Gwendolyn Bell Foxworth Program Analyst Division of Children's Health Services Health Care Delivery Management Administration 441 4 th Street, NW, 900S, Washington, DC 20001 Phone: 202-442-5957 Gwen.Bell@dc.gov

XII. CONFIDENTIALITY

The DC Health, CHA and the respective administrations will abide by the Health Insurance Portability & Accountability Act (HIPAA) Regulations, and Federal and

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State rules and regulations governing patient confidentiality. Each administration has confidentiality policies and procedures on administrative, physical and technical safeguards. Confidentiality policies and procedures may be improved or revised during the strategic planning and implementation phase of Project.

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IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

Department of Health Care Finance



Wayne Turnage
Director

1/14/21

Date

Approved for Legal Sufficiency

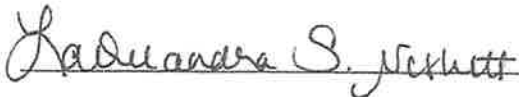


Department of Health Care Finance General Counsel

12/15/2020

Date

Department of Health

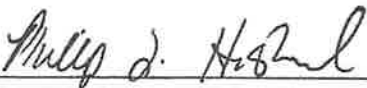


LaQuandra S. Nesbitt, MD, MPH
Director

10/1/2020

Date

Approved for Legal Sufficiency



Phillip Husband
Department of Health General Counsel

09-30-2020

Date