

STATE OF CONNECTICUT
MEMORANDUM OF AGREEMENT
BETWEEN
THE OFFICE OF HEALTH STRATEGY
AND
THE UNIVERSITY OF CONNECTICUT HEALTH CENTER
CORE CONTRACT #200HS0001

1. Purpose

This Memorandum of Agreement ("MOA") is entered into with the University of Connecticut Health Center ("UConn Health") for the purpose to continue the development of a public scorecard for the Office of Health Strategy ("OHS").

2. Terms of Agreement

This Agreement will begin on February 1, 2020 and will terminate on June 30, 2020.

3. Cancellation

Either Party can cancel this Agreement without cause by providing written notice of such intention to the other party with thirty (30) days advance notice.

4. Statutory Authority

The statutory authority for agencies to enter into this Agreement is as follows:

- a. For OHS, §§19a-754a and 4-8 of the Connecticut General Statutes, and
- b. For UCONN HEALTH, §§ 10a-102 and 10a-151b of the Connecticut General Statutes.

5. Definitions

- a. **Advanced network** means an independent practice association, large medical group, clinically integrated network, or integrated delivery system organization that has entered into a shared savings program (SSP) arrangement with at least one payer. This definition includes entities designated as Accountable Care Organizations for the purpose of participating in Medicare's Shared Savings Program (SSP).
- b. **APCD** means all-payer claims database as established under Connecticut Public Act 13-247.
- c. **Budget** means the CT SIM Budget Federal workbook file containing the budgets for all work streams and related activities and federal budget summary SF424A.
- d. **OHS Councils** means the Councils established by the Healthcare Innovation Steering Committee to provide guidance and direction on CT program implementation, including the Consumer Advisory Board, Quality Council, and Population Health Council,
- e. **Healthcare Innovation Steering Committee** means the multi-stakeholder committee comprised of providers, consumers, advocates, health plans, and state agencies. The Steering Committee is charged with providing oversight and guidance to the OHS and activities related to the implementation of CT SIM.
- f. **Health Information Technology (HIT)** means the deployment of a wide range of technologies, including but not limited to data analytics and health information exchange, to support achievement of the CT SIM.

g. OSC means Connecticut Office of the State Comptroller.

6. Funding Level

The total amount of funding that is provided by this Agreement shall not exceed \$286,118.

7. Funding Availability

OHS assumes no liability for payment under the terms of this Agreement until and unless state funds for this Agreement are authorized and available.

8. Budget

This Agreement is subject to the following Budget. Expenditures made under this MOA must be in accordance with this Budget. Any increase in a budget line item must be approved in advance and in writing by the OHS.

Table 1: Public Scorecard Budget

2/1/2020 - 6/30/2020				
Personnel				Total
Salaries	Salary	FTE	Effort	
Robert Aseltine, PI	\$164,643	1.00	15%	\$ 10,856
Laurel Buchanan	\$93,434	1.00	90%	\$ 37,315
Beth Schilling	\$102,294	0.95	80%	\$ 34,499
R. Doshi	\$67,275	1.00	50%	\$ 14,506
E. Horan	\$78,707	1.00	40%	\$ 13,970
J. Wang	\$52,000	1.00	80%	\$ 17,853
Total Salaries				\$ 128,999
Fringe Benefits	Rate	Year 1		
Robert Aseltine, PI	40.9%	1.055		\$ 4,440
Laurel Buchanan	59.9%	1.065		\$ 22,352
Beth Schilling	59.9%	1.065		\$ 20,665
R. Doshi	59.9%	1.065		\$ 8,689
E. Horan	59.9%	1.065		\$ 8,368
J. Wang	59.9%	1.030		\$ 10,694
Total Fringe Benefits				\$ 75,208
Total Salaries & Fringe Benefits				\$ 204,207
Equipment				\$ -
Travel				
Mileage				\$ 500
Total Travel				\$ 500
Sub-Awards		Sub-Award PI		
University of Connecticut		Jun Yan		\$ 55,000
Total Sub-Awards				\$ 55,000
Other Direct Costs				
Materials & Supplies				\$ 1,000
Other: Computing Equipment				\$ 1,000
Other: Equipment service maintenance				\$ 3,400
Total Other Direct Costs				\$ 5,400
Total Direct Costs				\$ 265,107
Modified Total Direct Costs				\$ 210,107
F&A (Indirect) Costs		10%		\$ 21,011
Total Costs				\$ 286,118
<i>Direct Costs less Consortium F&A</i>				<i>\$ 265,107</i>

9. Responsibilities of OHS

As further specified throughout this Agreement, OHS shall provide administration of state initiatives including:

- a. Facilitation and staff support to the Healthcare Innovation Steering Committee.
- b. Management of prior approval requests for changes to scope of work and budget.
- c. Processing payments to UCONN HEALTH in accordance with cash management and operating procedure.
- d. Ensuring that appropriate collaborations occur with regard to the Public Scorecard scope of work, as specified in Section 10 of this Agreement.

10. Responsibilities of UCONN HEALTH

Public Scorecard: UCONN HEALTH agrees to the following public scorecard scope of work through June 30, 2020.

- a. UCONN HEALTH will work with OHS to analyze and validate APCD claims data and publish ratings for the state's healthcare scorecard. Said ratings will be calculated for the state's Advanced Networks and Federally Qualified Health Centers across both commercial and public payers, as permitted by the data. Two fiscal years of measures will be calculated for Medicaid (2017 and 2018) and Medicare (2016 and 2017), contingent on timely delivery of claims data by OHS. This work includes, but is not limited to, the:
 - acquisition of relevant data, specifically medical claims and, if provided by the state, consumer experience measures;
 - analysis and validation of the data;
 - review of the results with the rated organizations;
 - delivery of results to OHS in Excel spreadsheets;
 - review of results with OHS and the Quality Council;
 - preparation of software code for delivery to OHS.
- b. UCONN HEALTH grants an exclusive, royalty-free, irrevocable, perpetual license to OHS to use, make, have made, reproduce, prepare derivative works of, display, distribute, and/or publish and otherwise practice the use of the software for the limited purpose of generating the State-mandated Public Quality Scorecard developed under the MOA executed between the Parties on March 6, 2019, amended on May 24, 2019, August 7, 2019, and on December 12, 2019, and continued under this MOA, with the quality measures included under Attachment A limited for use in the State of Connecticut. UCONN HEALTH will not develop or publish a Public Quality Scorecard under the same terms as the State mandate and with the same quality measures and data for use in the State of Connecticut as those granted under the exclusive license. Notwithstanding the foregoing, UCONN HEALTH retains the right to use the software specific to the State of Connecticut for the purposes under the exclusive license for research, and academic, purposes. UCONN HEALTH retains all right title and interest to use the software for any purpose not covered by the exclusive license.

Table 2

Activity	Work Period	Delivery Date
Medicaid FY 2017 ratings ¹	2/1/2020 - 5/30/2020	5/30/2020

¹ Assuming only ¼ of Medicaid measures will be calculated prior to January 31, 2020 due to delays in data acquisition.

Medicaid FY 2018 ratings	2/1/2020 - 5/30/2020	5/30/2020
Medicare FY 2016 ratings ²	2/1/2020 - 5/30/2020	5/30/2020
Preparation and delivery of software code to OHS	2/1/2020 - 6/30/2020	6/30/2020

11. Reporting Requirements

Progress Report Requirements: UCONN HEALTH shall submit to OHS detailed programmatic information on a monthly basis, to be due on the first business day of the new month. UCONN HEALTH shall meet with OHS staff on a bi-weekly basis and provide reports that shall contain including but not limited to progress on scorecard, barriers and mitigation strategies and next steps.

12. Project Costs

- a. OHS shall pay UCONN HEALTH a total sum not to exceed the funding level established in Section 6 for services performed under this Agreement.
- b. No services shall be provided under this agreement after June 30, 2020.
- c. Project costs may include, but may not be limited to, the following as appropriate: salaries, fringe benefits, supplies and materials, travel, equipment, contractual services, other expenses, and indirect costs.
- d. Fringe benefits shall be charged at rates applied for and awarded by the United States Department of Health and Human Services' (DHHS) Division of Cost Allocation (DCA) or other grant funding source in effect for the period invoiced.
- e. Indirect or Facilities and Administrative Costs shall be charged at no more than 10%.
- f. Reimbursement for travel costs or similar expenses shall be governed by federal Office of Management and Budget (OMB) Circular A-21 or its successor and the appropriate DHHS Grants Policy Statement. Reimbursement is also subject to any relevant collective bargaining agreements in effect between the Parties and their employees, and/or applicable State of Connecticut, and/or the Parties' policies.
- g. Funds, facilities, assigned personnel or other contributions made by either party shall be available only for the work described in Section 8. If one of the Parties wishes to alter the scope of work or expend funds in excess of the contract maximum, the Agreement shall be amended before any additional expenses are incurred. In no case should any additional payments exceed the maximum contained in the agreement.
- h. UCONN HEALTH shall maintain full compliance with 2CFR 200 OMB Uniform Guidance; Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly referred to as the Omni Circular which consolidated all OMB circulars effective 12/26/2014.

13. Payment Schedule and Operating Procedure

- a. Transfer invoices shall be prepared and submitted on a quarterly basis with the following schedule:

Table 3

Expense Period	Transfer Invoice Due to OHS
2/1/2020 - 4/30/2020	May 30, 2020

² Assuming only 4 of Medicare measures will be calculated prior to January 31, 2020 due to delays in data acquisition. Completion of the full set of 2016 Medicare measures will require extension of access to Medicare data beyond the April 2020 expiration of the state's Data Use Agreement with the Centers for Medicare and Medicaid Services.

- b. UCONN HEALTH shall provide expense details for the following categories: a) personnel, b) fringe, c) travel, d) equipment, e) supplies, f) contractual, g) construction, h) other, i) indirect
- c. UCONN HEALTH shall provide invoices from contractors, sub-contractors and for all expenses.
- d. UCONN HEALTH shall separately report expenditures associated with Award Year 2 carry-over funded scope of work and Award Year 3 scope of work
- e. All travel expenses will be billed at GSA approved rates, as applicable and otherwise reimbursed at cost. UCONN HEALTH shall provide receipts or, in the case of mileage reimbursement, documentation of travel destination, distance travelled, and dates of travel.
- f. UCONN HEALTH shall submit within 15 days of the end of the project period all outstanding deliverables as specified above. OHS shall review and take action within 30 days of receipt of a deliverable or the deliverable shall be considered accepted as submitted.
- g. OHS reserves the right to reduce payments or withhold funding for any activity for which UCONN HEALTH:
 - i. fails to submit documentation as required by the Agreement and fails to remedy such default within a reasonable period of time, not to exceed 30 days after receipt of written notice thereof;
 - ii. uses funds and/or personnel for purposes other than described in the Agreement or defaults in any of the provisions of such Agreement and fails to remedy such default within a reasonable period of time, not to exceed 30 days after receipt of written notice thereof;
 - iii. has submitted reports that have not received OHS approval, or
 - iv. has submitted reports that do not support the need for full payment.The OHS shall provide written notice to UCONN HEALTH if payment is reduced or withheld under this Section.
- h. If such failures occur, OHS shall notify the Receiving Party(s) who shall void such service transfer invoice.
- i. Within sixty (60) days following the expiration date of the Agreement, UCONN HEALTH must submit to the OHS the final fiscal report, which shall include, at a minimum, MOA number, start and end date, title of the project, and actual funding received and expended, by category, substantiated with documentation to the satisfaction of OHS. After the final fiscal report is received and funds previously invoiced and paid are reconciled and it is determined that overpayment occurred, funds will be returned from UCONN HEALTH.
- j. OHS shall assume no liability for payment for services under the terms of this Agreement prior to the date of execution and until UCONN HEALTH is notified that the Agreement has been accepted by the contracting agency.
- k. OHS assumes no liability for payment, and UCONN HEALTH shall have no obligation to perform, under the terms of this Agreement until and unless the federal or state funds for this Agreement are authorized and made available.

14. Unspent Funds

Any unspent funds upon termination of, or from each calendar year end of this Agreement will be returned to OHS within 90 days after the date of termination or of contract year end unless OHS approves the carry forward of such funds.

15. Fiscal Records

It is agreed that all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement shall be maintained and such records shall be made available during regular working hours and upon reasonable prior notice for inspection by authorized representatives of such Agreement and the State of Connecticut, during the period of such agreements and for three years thereafter, or until audited, whichever occurs first. Copies of project records shall be provided if requested by OHS.

16. Revisions and Amendments

- a. With the agreement of OHS and UCONN HEALTH, amendments to this MOA may be made at any time. All amendments to this Agreement will be in writing and attached hereto.
- b. Such amendments shall be required for extensions to the final date of the Agreement period and to Terms and Conditions of this Agreement, including but not limited to revisions to:
 - i. the maximum Agreement payment,
 - ii. the unit cost of service,
 - iii. the Agreement's objectives, services, or plan due dates for reports,
 - iv. completion of objectives or services, and/or any other Agreement revisions determined material by the OHS or UCONN HEALTH. No amendments may be made to a lapsed Agreement.

17. Delinquent Reports


- a. UCONN HEALTH shall submit reports as required by OHS and by the designated due dates identified in this agreement.
- b. After notice to UCONN HEALTH and an opportunity for a meeting with an OHS representative, OHS reserves the right to withhold payments for services performed under this Agreement if OHS has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Agreement.

18. Assignment

This MOA shall apply to and bind any successor agency or entities of OHS or UCONN HEALTH.

February 1, 2020 to June 30,
2020

For the Office of Health Strategy:



Kimberly R. Martone, Deputy Director 11/31/2020
Date

For the University of Connecticut Health Center:



Paul Hudobenko, Director, Sponsored Program Services 1/31/2020
Date

Funding Code:

REQUIRED								
Amount	Fund	Department	SID	Program	Account	Project	Budget Ref.	CFDA #
\$286,118	12004	OHS49471	10020	42901	55120	OHS NONPROJECT	2020	N/A