

STATE OF CONNECTICUT
MEMORANDUM OF AGREEMENT
Between the Office of Health Strategy
And the University of Connecticut Health
Center CORE Contract #22OHS0008

1. Purpose

This Memorandum of Agreement (“MOA”) is entered into with the University of Connecticut Health Center (“UCONN HEALTH”) for the purpose of conducting a study regarding the provision of, and coverage for, telehealth health services in the state for the Office of Health Strategy (“OHS”).

2. Term Of Agreement

This Agreement will be effective for services provided by UCONN HEALTH from August 1, 2022 and will terminate on January 31, 2023.

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. **“AGENCY”** shall mean the Office of Health Strategy or his/her authorized agents, employees or designees.
- b. **“ALL-PAYER CLAIMS DATABASE”** or **“APCD”** is a database that receives and stores data from a reporting entity relating to medical insurance claims, dental insurance claims, pharmacy claims and other insurance claims information from enrollment and eligibility files
- c. **“HEALTH CARE CABINET”** shall mean the committee of health care policy experts who advise the Office of Health Strategy on issues related to federal health reform implementation and development of an integrated healthcare system for Connecticut.
- d. **“HEALTH CARE PROVIDER”** shall mean any person, corporation, limited liability company, facility or institution operated, owned or licensed by this state to provide health care or professional services, or an officer, employee or agent thereof acting in the course and scope of his employment. (from CT General Statute §19a-17b. (Formerly Sec. 38-19a). Chapter 368a - Department of Public Health (ct.gov)
- e. **“HEALTH DISPARITIES”** shall mean inequalities that exist when members of certain population groups do not benefit from the same health status or healthcare outcomes as other groups
- f. **“TELEHEALTH”** (from statute §19a-906) shall mean the mode of delivering health care or other health services via information and communication technologies to facilitate the diagnosis,

consultation and treatment, education, care management and self-management of a patient's physical and mental health, and includes (A) interaction between the patient at the originating site and the telehealth provider at a distant site, and (B) synchronous interactions, asynchronous store and forward transfers or remote patient monitoring. Telehealth does not include the use of facsimile, audio-only telephone, texting or electronic mail.

Remote patient monitoring" means the personal health and medical data collection from a patient in one location via electronic communication technologies that is then transmitted to a telehealth provider located at a distant site for the purpose of health care monitoring to assist the effective management of the patient's treatment, care and related support.

6. Funding Level

The total amount of funding that is provided by this Agreement shall not exceed \$299,968.00.

7. Funding Availability

OHS assumes no liability for payment under the terms of this Agreement until and unless any federal 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 made in accordance with this Budget.

Salary	\$124,939.00
Fringe	\$73,491.00
<i>Total Personnel Costs (Salary & Fringe)</i>	\$198,430.00
Travel	\$1,925.00
Subaward (UConn Storrs)	\$36,145.00
Materials & Supplies	\$3,996.00
Consultants/Contracts	\$15,500.00
Indirect Costs (20%)	\$43,972.00
Total Funding	\$299,968.00

9. Responsibilities of OHS

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

- i. Management of prior approval requests for changes to scope of work and budget.
- ii. Processing payments to UCONN HEALTH in accordance with cash management and operating procedure.
- iii. Ensuring that appropriate collaborations with OHS indicated third party contractors occur regarding the telehealth services scopes of work.

10. Responsibilities of UCONN HEALTH

UCONN HEALTH agrees to provide the following deliverables related to conducting a study regarding the provision of, and coverage for, telehealth services in this state to include:

- i. The feasibility and impact of expanding access to telehealth services, telehealth providers and coverage for telehealth services in this state beginning on July 1, 2024.
- ii. Any means available to reduce or eliminate obstacles to patient access to telehealth services, telehealth providers and coverage for telehealth services in this state, including, but not limited to, any means available to reduce patient costs for telehealth services and coverage for telehealth services in this state.

UCONN HEALTH shall also have the right to publish scholarly publications and/or present the results of the project provided that OHS will have fifteen (15) days to review each proposed publication or presentation in order to prevent the inadvertent disclosure of OHS’ confidential information and/or any identifiable information. Authorship attribution shall follow the guidelines in *Recommendations for the Conduct, Reporting, Editing, and Publication of Scholarly Work in Medical Journals* established by the International Committee of Medical Journal Editors. All publications or presentations shall acknowledge the contributions of OHS.

11. Project Timeline

Complete a Landscape Analysis of Telehealth	
Review and summarize the current state of telehealth in Connecticut - Survey providers - Conduct health care provider focus groups and Key Informant Interviews	August 2022- November 2022
Review and summarize existing telehealth plans, policies, reimbursement, economic impact, and coverage in other states	August 2022- December 2022
Review and summarize existing Federal plans and policies on telehealth, as well as any relevant pending legislation	August 2022- December 2022
Review and summarize literature around telehealth issues including policy, reimbursement, legal, measures and evaluation	August 2022- December 2022
Economic & Access Analysis	
Analyze claims over time -All Payer Claims Database (APCD)	August 2022- December 2022
Develop and perform an analysis, using geospatial data to identify health disparities in Connecticut among telehealth users, and identify areas of need for targeted enhanced access	August 2022- December 2022
Patient Barrier Identification & Mitigation	
Conduct consumer focus groups and a survey to identify existing levels of use, barriers, and satisfaction as related to telehealth	August 2022- December 2022
Analyze and summarize patient survey responses	August 2022- December 2022
Report	
Draft and submit a final report containing the findings of the landscape analysis, consumer survey and analysis, as well as recommendations and proposed next steps around telehealth policy in Connecticut	December 12, 2022
Draft and submit a final presentation	December 21, 2022
Collaborate with the Health Care Cabinet and other state advisory groups as directed by OHS (*in consideration with other state policy)	August 2022- January 2023
Meetings- Attend monthly progress meetings with OHS Staff	August 2022 -January 2023

12. Reporting Requirements

- a. **Progress Report Requirements:** UCONN HEALTH shall submit to OHS monthly detailed programmatic information, to be due on the first business day of the new month. UCONN HEALTH shall meet with OHS staff on monthly basis and provide project updates, barriers and mitigation strategies and next steps

13. 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 January 31, 2023.
- 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 State of Connecticut funding source in effect for the period invoiced.
- e. Indirect or Facilities and Administrative Costs shall be charged at no more than 20% subject to UCONN HEALTH provision of supporting documentation.
- f. Reimbursement for travel costs or similar expenses shall be governed by State of Connecticut travel guidelines. 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 committed under this Agreement shall be compensated 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.

14. Payment Schedule and Operating Procedure

- a. Transfer invoices shall be prepared and submitted on a monthly basis for reimbursement of costs incurred.
- 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. All travel expenses will be billed at GSA approved rates, as applicable and otherwise reimbursed at cost. The Contractor shall provide receipts or, in the case of mileage reimbursement, documentation of travel destination, distance travelled, and dates of travel.

- e. UCONN HEALTH shall submit within 10 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. Receiving Party(s) 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. Receiving Party(s) 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 and fails to remedy such default within a reasonable period of time, not to exceed 30 days after receipt of written notice thereof, or
 - iv. has submitted reports that do not support the need for full payment.
 - v. 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 the receiving party.
- j. OHS shall assume no liability for payment for services under the terms of this Agreement until UCONN HEALTH is notified that the Agreement has been accepted by the contracting agency.
- k. The 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 state funds for this Agreement are authorized and made available.
- L. OHS shall approve any Consultants/Contracts prior to commencement of work.

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 for inspection by authorized representatives of such Agreement and the State of Connecticut, during the period of such agreements and for three (3) 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.

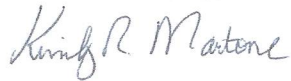
17. Delinquent Reports

- 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 or previous agreements for similar or equivalent services the Contractor has entered into with OHS.

18. Assignment

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

for the Office of Health Strategy:



Kimberly R. Martone, Acting Executive Director

8/18/2022

Date

for UCONN HEALTH:

Paul Hudobenko Digitally signed by Paul Hudobenko
Date: 2022.08.16 13:38:16 -04'00'

Paul Hudobenko, Director, Sponsored Program Services

Date

Funding Code:

REQUIRED								OPT
Amount	FUND	Department	SID	Program	Account	Project	Budget Ref	CFDA #
\$299,968.00	12060	OHS49450	28232	42901	51230	OHS_NONPROJ	2022	21.027