

Kittitas County Review Form Grants & Contract Agreement



Today's Date 09/28/2009	Agenda Date
Fund/Department 119-Public Health Department	

Contract/Grant Information

Contract /Grant Agency: Group Health Cooperative and Kittitas County Public Health	
Period Begin Date: November 1, 2009	Period End Date: October 31, 2011
Total Grant/Contract Amount:	
Grant/Contract Number:	
Contract/Grant Summary: The purpose of this Agreement is to make available Vaccine administration specialty care Covered services to certain Managed Care Members according to the terms and conditions set forth below. Contractor hereby authorizes and appoints GHC to offer his/her professional services to all groups of employees and individuals covered under Medical Coverage Agreements entered into or designated by GHC.	

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: <u>Catherine Bambrick</u> Administrator	Date: <u>11/10/09</u>
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Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

<u>[Signature]</u> Signature of Prosecutor's Office	<u>11/10/09</u> Date
<u>[Signature]</u> Signature of Auditor's Office	<u>11/16/09</u> Date
<u>[Signature]</u> Signature of Board of Health member	<u>11/19/09</u> Date

Financial Information

Total Amount \$	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#

	In-Kind \$ Explain
Is Equipment being purchased?	Who owns equipment?
New Personnel being hired?	Contact HR hiring – reporting requirements
Future impacts or liability to Kittitas County:	

Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created?		
Revenue Code		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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MEDICAL SERVICE AGREEMENT

This Agreement is entered into this December 1, 2009, between **Group Health Cooperative**, a nonprofit corporation organized and existing under the laws of the State of Washington (hereinafter referred to as **GHC**), and **Kittitas County Board of Health** (hereinafter referred to as **Contractor**).

I. Purpose

GHC is an organization that provides managed health care services to Managed Care Members either directly or through contracts with health care providers.

The purpose of this Agreement is to make available Vaccine administration specialty care Covered Services to certain Managed Care Members according to the terms and conditions set forth below. Contractor hereby authorizes and appoints GHC to offer his/her professional services to all groups of employees and individuals covered under Medical Coverage Agreements entered into or designated by GHC.

II. Definitions

Approved Mediator	A mediator who is mutually agreeable to GHC and Contractor and who has been selected from an independent mediation service made available to Contractor under the dispute resolution process provided for in this Agreement.
Authorization Form	A form used by GHC or Health Carrier to define the authorized scope of, and time period for, Covered Services to be provided to Managed Care Members.
Coinsurance	An amount required under a Managed Care Member's Medical Coverage Agreement to be paid by a Managed Care Member for Covered Services.
Consultative Specialist	A Physician or Health Care Professional who, subject to completion of the applicable GHC credentialing process, provides authorized Covered Services to Managed Care Members through Contractor.
Contractor	An individual, professional association, corporation, partnership or non-profit organization contracting with GHC through this Agreement to provide Covered Services to Managed Care Members through one or more Consultative Specialists.
Copayment	A specific amount of money required under a Managed Care Member's Medical Coverage Agreement that must be paid by a Managed Care Member for certain Covered Services that are not fully prepaid.
Covered Services	Those health care services to which a Managed Care Member is entitled to under the terms of a Medical Coverage Agreement.
Deductible	A specific amount that must be paid by a Managed Care Member during a specified period in accordance with the Managed Care Member's Medical Coverage Agreement before benefits for Covered Services are payable by a Health Carrier.

GHC Provider	A Physician, Health Care Professional, hospital, ancillary service provider, outpatient ambulatory facility or other health care facility that is authorized by GHC to provide Covered Services to Managed Care Members.
Health Care Professional	A health professional, other than a Physician, who is licensed, certified or registered in the state in which he/she practices and who is employed by or under contract with Contractor.
Health Carrier	An insurer, health maintenance organization, health care service contractor, self-insured welfare benefit plan, plan sponsor or other medical plan owned by or under contract with GHC to offer medical coverage to Managed Care Members. GHC is a Health Carrier when providing Covered Services as a health maintenance organization.
Managed Care Member	An individual who, under the terms of a Medical Coverage Agreement, is eligible to receive Covered Services from GHC. This includes, but is not limited to, all eligible Medicare beneficiaries.
Medical Coverage Agreement	A contract that describes a benefit program offered by a Health Carrier and specifies those health care services to be provided to individuals lawfully participating in that benefit program.
Physician	An individual licensed in the state of Washington under Chapters 18.71 RCW or 18.57 RCW or by law in the state in which such person practices as an allopathic or osteopathic physician.
Provider Manual	The "Group Health Contracted Provider Manual" provided by GHC to Contractor. The Provider Manual provides detailed information regarding implementation of this Agreement and shall be subject to modification by GHC, with or without advance notice to Contractor, provided such modification does not conflict with the provisions of this Agreement.

III. Services

- A. Contractor shall, within the time period specified on the applicable Authorization Form, when such authorization is required, provide to Managed Care Members, at locations approved by GHC, authorized Covered Services appropriate to Contractor's and Consultative Specialist's specialty or expertise in a manner consistent with this Agreement, the Provider Manual, the GHC Consumer Bill of Rights, and policies and procedures established by GHC. Contractor shall provide services at facilities in accordance with the terms and conditions of applicable agreement between GHC and such facility, if applicable.
 1. GHC will notify Contractor at least sixty (60) days prior to implementing any material changes to the Provider Manual, the GHC Consumer Bill of Rights or policies and procedures if such changes affect Contractor compensation or provision of Covered Services. If such changes are mandated by law or regulation, and GHC does not receive sufficient notice from government to fulfill this notice requirement, GHC shall provide notice of such changes to Contractor as soon as possible. Contractor may terminate this Agreement according to the provisions in Section XII.C. if Contractor

does not agree with such changes, but such changes shall apply during the term of this Agreement.

- B. GHC shall assure the provision of an Authorization Form defining services to be provided by Contractor when applicable. The Authorization Form shall specify coverage limitations, time limitations, and special circumstances such as coordination of benefits, Coinsurance, Copayment or Deductible requirements.
- C. Contractor shall obtain prior authorization from the referring GHC Provider, GHC, or GHC's designee before delivering any services beyond those originally authorized. Contractor shall refer Managed Care Member to the referring GHC Physician for management of any medical or surgical problems for which treatment authorization has not been obtained. Except in the event of emergency or with respect to Covered Services for which a Managed Care Member may self-refer by law, GHC is not obligated to compensate Contractor for services provided when Contractor has not first obtained prior authorization or approval from GHC. Contractor shall not prohibit Managed Care Members from self-referring for Covered Services which, by law, may be obtained without authorization.
 - 1. The prior authorization obligations contained in Section III.C. shall not apply in the event a Managed Care Member elects to obtain Covered Services under a point of service or preferred provider organization plan if offered by Health Carrier. When Managed Care Member elects either of these options, GHC will not issue an authorization for such services.
- D. Nothing in this Agreement prohibits Contractor from providing non-Covered Services or Covered Services beyond those authorized, when such authorization is required, if the Managed Care Member agrees in writing prior to their delivery to fully pay for such specific non-Covered Services or Covered Services beyond those authorized to be provided to the Managed Care Member. The prior written agreement requirement shall not apply when Contractor provides services that are determined by Health Carrier to be excluded from coverage as a pre-existing condition under the terms of the Managed Care Member's Medical Coverage Agreement. GHC honors the Contractor's right to advocate on behalf of a Managed Care Member, including communication with Managed Care Members regarding treatment options regardless of Covered Service limitation.
- E. As deemed appropriate by GHC, Contractor shall submit to GHC or GHC's approved designee a consult summary, progress notes, and surgical, pathology and laboratory reports describing Contractor's examination, diagnosis, treatment provided, and treatment plan. The consult summary shall be submitted in a format acceptable to GHC within ten (10) days after each service. In lieu of the consult summary and progress notes, a legible, signed, dated copy of the medical record may be sent, provided it includes the Managed Care Member's name, consumer number, and GHC authorization number.
- F. Contractor shall provide Covered Services to Managed Care Members of the same quality and in the same manner as rendered to other persons by Contractor and, at a minimum, shall comply with the community standards of accessibility of such services. Covered Services shall be provided without regard to the Managed Care Member's enrollment in a privately or publicly financed program of health care services.
- G. In performing the obligations of this Agreement, Contractor and Consultative Specialists shall comply with all applicable state and federal laws and regulations, provide services within their legal scope of practice and exercise a degree of care, skill and learning expected of a

reasonably prudent health care provider acting in the same or similar circumstance in the state where care is provided.

- H. Nothing in this Agreement shall be construed to alter the duty of Contractor or Consultative Specialist to exercise his/her independent professional judgment in the care of Managed Care Members.
- I. Contractor shall ensure that no Managed Care Member is involved in research or participates in, or is otherwise subject to, any experimental or investigational procedures conducted by Contractor unless the Managed Care Member has given prior written authorization, and a copy of such authorization is forwarded to GHC for payment and care coordination purposes. Contractor understands that Managed Care Members' Medical Coverage Agreements ordinarily exclude coverage for experimental or investigational procedures and/or medications, and will advise Managed Care Member in writing of such exclusions.
- J. Unless otherwise authorized by GHC, Contractor shall use the appropriate Health Carrier formulary when prescribing medications for Managed Care Members and refer Managed Care Members to a GHC authorized pharmacy to have prescriptions filled. Prescriptions may not exceed the maximum supply authorized by the Managed Care Member's Health Carrier without prior authorization.

IV. Relationship of Parties

Contractor and GHC are independent contracting parties. Except as expressly provided herein, neither party shall be considered an agent or employee of the other party for any purpose. Each party shall be solely and entirely responsible for its employees, subcontractors or agents in the performance of services under this Agreement.

V. Licensure, Credentialing and Recredentialing

- A. Consultative Specialists shall maintain appropriate state licensure, certification or registration and other credentials necessary to practice in the state in which they practice including, if applicable, local hospital privileges and shall immediately notify GHC of any loss or restriction of such credentials or privileges.
- B. Consultative Specialists shall meet applicable requirements of GHC credentialing and recredentialing which may include, but not be limited to, completion of medical practice audits by GHC, submission of application, curriculum vitae, copies of licenses and certifications, and a signed authorization to permit release of information to GHC from professional liability carriers, hospitals, and others who have information regarding training, experience, credentials, professional competence, ability to deliver safe and efficient quality care, professional liability claims history and/or insurance, peer review, and utilization information.
- C. Nothing herein contained shall be deemed to: 1) require Contractor or GHC to release information obtained during peer review processes to third parties except as required by law, or 2) require the release of a Managed Care Member's medical record in violation of any applicable state or federal law or regulation.
- D. This Agreement shall not apply to individual Consultative Specialists until GHC has confirmed with the individual that he/she has successfully completed credentialing. Contractor shall provide GHC with a list of Consultative Specialists and promptly notify GHC in writing pursuant to Section XVI. of any individual Consultative Specialist membership changes. Such

individuals shall be subject to approval by GHC, meet the requirements of the applicable GHC credentialing and recredentialing as provided under this section, and shall not provide services to Managed Care Members prior to approval.

- E. Should an individual health care practitioner be denied credentialing as provided under this section based upon quality of care findings, he/she may initiate a dispute resolution process as described in GHC policies and procedures which is separate from the contractor dispute resolution process provided in this Agreement. This does not apply if the health care practitioner fails to meet requirements established under A and B of this section.

VI. Insurance and Liability

- A. Contractor shall maintain and provide evidence of general liability insurance coverage in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence and ONE MILLION DOLLARS (\$1,000,000) in the annual aggregate on an occurrence or claims made form.
- B. Contractor shall maintain and provide evidence of professional liability insurance coverage and extended reporting insurance coverage (if applicable) to insure Contractor, Consultative Specialists, employees, agents and subcontractors against claims for damage arising by reason of injury or death, occasioned directly or indirectly by the performance of any service arising out of this Agreement. Contractor and Consultative Specialists shall maintain and provide evidence of professional liability coverage with the minimum limits as follows:

Contractor shall maintain and provide evidence of professional liability insurance coverage in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) in the annual aggregate on an occurrence or claims made form.

Each Health Care Professional shall maintain and provide evidence of professional liability insurance coverage in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence and ONE MILLION DOLLARS (\$1,000,000) in the annual aggregate on an occurrence or claims made form.

- C. Contractor shall promptly notify GHC in writing pursuant to Section XVI. of any material changes in the type or levels of liability insurance coverage.
- D. Contractor shall inform GHC, by notice as specified in Section XVI., of: 1) any state or federal administrative sanctions on Contractor or Consultative Specialist, and such notice shall occur promptly, and 2) the commencement or resolution of malpractice actions by Managed Care Members and all malpractice settlements by any patients within fifteen (15) days. Malpractice settlement information involving patients who are not Managed Care Members may be reported in a de-identified manner.
- E. It is understood and agreed by the parties that any issues of professional liability arising from patient care rendered pursuant to this Agreement shall be resolved between the parties in accordance with the laws of the state where patient care was provided.
- F. Contractor shall be solely responsible for expenses connected with the defense, settlement or payment of monetary damages in any action or claim arising from the willful or negligent acts or omissions of Contractor, its agents or employees. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold GHC, its directors, trustees, officers, agents,

contractors, and employees, harmless from and against any and all claims, demands, liabilities, damages, and expenses (including attorneys' fees) arising out of or resulting from the acts or omissions of Contractor, its employees or agents, regardless of whether any such claim, demand, liability, damage, or expense is alleged to have been caused in whole or in part by a party indemnified hereunder. The liability of Contractor for indemnity hereunder shall extend only to the extent of the negligence of Contractor, its employees, or agents, including in the case of any concurrent negligence on the part of the party or parties indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity that would otherwise exist as to any party or person described in this section. This indemnity provision is not limited to, but specifically applies to, any situation in which GHC is sought to be held vicariously liable for the acts or omissions of Contractor, its employees, or agents to the fullest extent permitted by law.

- G. GHC shall be solely responsible for expenses connected with the defense, settlement or payment of monetary damages in any action or claim arising from the willful or negligent acts or omissions of GHC, its agents or employees. To the fullest extent permitted by law, GHC shall defend, indemnify and hold Contractor, its directors, trustees, officers, agents, and employees, harmless from and against any and all claims, demands, liabilities, damages, and expenses (including attorneys' fees) arising out of or resulting from the acts or omissions of GHC, its employees or agents, regardless of whether any such claim, demand, liability, damage, or expense is alleged to have been caused in whole or in part by a party indemnified hereunder. The liability of GHC for indemnity hereunder shall extend only to the extent of the negligence of GHC, its employees or agents, including in the case of any concurrent negligence on the part of the party or parties indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity that would otherwise exist as to any party or person described in this section. This indemnity provision is not limited to, but specifically applies to, any situation in which Contractor is sought to be held vicariously liable for the acts or omissions of GHC, its employees, or agents to the fullest extent permitted by law.

VII. Payment for Services

A. Primary Payment:

1. Health Carrier shall compensate Contractor as specified in Attachment I of this Agreement and in accordance with this section for authorized Covered Services and for Covered Services for which an authorization is not required by law. Contractor shall accept such payment as full payment for Covered Services less any Coinsurance, Copayments and Deductibles as required by the Medical Coverage Agreement.
2. When information reasonably available to Contractor indicates that Health Carrier is the primary payor for Covered Services, Contractor shall look solely to that Health Carrier for payment of Covered Services.
3. Contractor shall be responsible for collecting from Managed Care Member any applicable Coinsurance, Copayments, and Deductibles unless otherwise stipulated by Health Carrier.
4. If authorization for Covered Services is required under the terms of the Managed Care Member's Medical Coverage Agreement but not obtained by Contractor, Contractor agrees not to bill Health Carrier or Managed Care Member for such services. In the event the Managed Care Member was not eligible for Covered Services on the date of

service, Health Carrier, to the extent required by state law, shall be financially liable only for Covered Services that had prior authorization from the Health Carrier and were not provided or obtained through material misrepresentation.

- B. Secondary Payment: Notwithstanding Subsection D of this section, when information reasonably available to Contractor indicates that coverage with Health Carrier is secondary, Contractor shall look first to the primary payor for payment and to the secondary Health Carrier for any additional payment in accordance with this Agreement, the Medical Coverage Agreement and with applicable laws and regulations regarding coordination of benefits (COB). Contractor shall cooperate with Health Carrier in COB efforts when a Managed Care Member has received services from Contractor. All Health Carrier prior authorization requirements generally apply, regardless of whether Health Carrier is the primary or secondary payor. When Medicare is the primary payor, Contractor must follow all applicable Medicare laws and regulations, including coverage and billing requirements, and bill Health Carrier only for any additional payment in accordance with this Agreement.
- C. Workers' Compensation: When Contractor provides services to Managed Care Members and those services are covered under state or federal industrial or self-insured workers' compensation plans, Contractor shall bill claims as may be required by applicable laws and regulations and retain all amounts paid thereon as payment in full for services provided to Managed Care Members.
- D. Subrogation: For subrogation purposes, Contractor shall not bill third party insurers for Covered Services and agrees to inform and assist GHC in handling claims when third party liability may exist, including the timely provision to GHC of needed information to process third party billings.
- E. Billing: Contractor shall submit usual and customary charges on CMS 1500 billing form or most current version of the form as specified in the Provider Manual. Billing forms shall be submitted by Contractor within twelve (12) months from date of service. If Contractor fails to submit billing forms as required, Health Carrier shall have no obligation to pay Contractor nor may Contractor bill the Managed Care Member for such services.
- F. Claims Processing (for other than capitation payments):
 - 1. Health Carrier shall pay claims in a timely manner not to exceed thirty (30) calendar days from the date of Health Carrier's receipt of a clean claim form. For the purposes of this Section VII.F., a clean claim form shall be a CMS 1500 claim form, UB claim form, or HIPAA compliant electronic transaction which, in Health Carrier's opinion, has no defect, or impropriety, does not lack any required substantiating documentation, or does not have any particular circumstances requiring special treatment that prevents timely payment. Health Carrier shall pay or deny all claims within sixty (60) days of receipt, except such time may be extended as agreed upon in writing by Health Carrier and Contractor on a claim-by-claim basis. Payment according to the terms of Section VII.F. shall not apply to claims about which there is substantial evidence of fraud or misrepresentations by Contractor, or for instances when Health Carrier has not been granted reasonable access to information under Contractor's control. The date of receipt of a claim is the date Health Carrier receives either written or electronic notice of claim. Health Carrier shall establish a reasonable method for confirming receipt of claims and to respond to Contractor inquiries about claims. Denial of claims must be communicated to Contractor and must include specific reasons for the denial. When claims are denied for reasons of medical necessity, Health Carrier must be prepared to

disclose the supporting basis for the decision. Health Carrier assumes ultimate responsibility for assuring provisions of this section are in compliance should claims payment be delegated to a third party.

2. If Health Carrier fails to: a) pay ninety-five percent (95%) of Contractor's total monthly volume of clean claims submitted under this Agreement within thirty (30) days of receipt, and b) pay or deny ninety-five percent (95%) of Contractor's total monthly volume of all claims within sixty (60) days of receipt, Health Carrier shall pay interest to Contractor as calculated and set forth herein. Health Carrier shall pay Contractor simple interest at the rate of one percent (1%) per month on any clean claims not paid or denied within sixty (60) days of receipt from Contractor. Interest shall start accruing on the sixty-first (61) day after the receipt of a clean claim by Health Carrier and shall be prorated for any portion of a month outstanding. Health Carrier shall add the interest payable to the amount of the unpaid claim.

VIII. Recordkeeping Requirements

- A. Contractor shall document health care services provided to Managed Care Members and maintain health care information of Managed Care Members in the form and manner required by law, acceptable medical practice and professional ethics.
- B. Contractor and GHC shall maintain and protect the confidentiality of health care information as provided by state and federal law.
- C. GHC shall have the right, upon reasonable request, and at no expense to GHC to inspect any accounting, administrative, billing and health care information maintained by Contractor which specifically pertain to services rendered to Managed Care Members pursuant to this Agreement. Contractor agrees not to charge GHC for the first copy of each record requested by GHC.
- D. Contractor shall make health care information available to GHC and appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of Managed Care Members, including those required under 42 CFR 422.562(a), subject to applicable state and federal laws governing confidentiality of such records.
- E. Contractor shall collect and submit all Managed Care Member encounter data required under 42 CFR 422.257, 42 CFR 422.516 and state Medicaid requirements. Pursuant to 42 CFR 422.504(l)(3) Contractor further certifies that by signing this Agreement, Contractor attests to the accuracy, completeness and truthfulness of encounter data that Contractor submits as required by 42 CFR part 422.

IX. Training, Education and Orientation

The parties agree to arrange for an orientation to the clinical and administrative procedures of the GHC system, including those described in the Provider Manual, either electronically or on paper, and the services covered under the Medical Coverage Agreement for all Consultative Specialists and other employees or representatives of Contractor who may have a need to know. GHC shall make available to Contractor a copy of the Provider Manual and other policies and procedures that describe administrative requirements necessary for Contractor to meet the terms and conditions of this Agreement.

X. Quality Improvement and Care Management

Contractor shall cooperate with Health Carrier in care management activities, quality assurance programs, health care information audits, and other activities deemed appropriate by Health Carrier for ensuring quality of care and patient satisfaction. Contractor further shall comply fully with Health Carrier's Medicare enrollee grievance process as required under Subpart M of 42 CFR part 422. Health Carrier consults with Physicians who provide services to Managed Care Members regarding quality assurance, care management and other such activities for assuring the provision of quality services. GHC and Contractor acknowledge that GHC retains the responsibility for notifying Managed Care Members when a practitioner leaves Contractor or when the Agreement with Contractor is terminated.

XI. Medicaid and Medicare Contracting Requirements

- A. Contractor agrees that by signing this Agreement, Contractor has not entered into an employment arrangement or subcontract with Physicians which includes financial incentives reportable to CMS or DSHS as required in Sections 1876(i)(8), 1903(m)(2)(A)(x) and 1903(m)(5)(A)(v) of the Social Security Act and in accordance with regulations developed in 42 CFR 434.70, 42 CFR 422.208 and 42 CFR 422.210.

Contractor shall notify GHC in writing pursuant to Section XVI. if during the term of this Agreement Contractor enters into employment relationships or subcontracts which are reportable to CMS or DSHS. In the event Contractor fails to provide information to GHC about such employment arrangements or subcontracts during the term of this Agreement, this Agreement may be immediately terminated by GHC. Contractor shall fully reimburse GHC for any penalties assessed to GHC by CMS or DSHS because of Contractor's failure to inform GHC.

- B. Contractor further agrees that, consistent with federal law, Contractor will not use reimbursements to Physician employees or subcontractors as an inducement to limit or deny medically necessary services to Managed Care Members.
- C. When Contractor provides services to Washington State Medicaid Healthy Options enrollees who are Managed Care Members, Contractor shall comply with all applicable Medicaid Healthy Options primary care requirements including, but not limited to, those set forth in the Provider Manual.
- D. When Contractor provides services to Medicaid Healthy Options enrollees who are Managed Care Members, Contractor shall comply with all applicable state and federal regulations governing the state Medicaid Healthy Options program.
- E. Contractor shall require its employees and subcontractors to comply with the requirements in this section and applicable Medicare requirements in accordance with 42 CFR parts 422 and 423.
- F. Contractor acknowledges that GHC is accountable to CMS and DSHS for assuring compliance with Medicare and Medicaid standards and regulations. This Agreement, or any Contractor subcontracts, does not terminate GHC's accountability.
- G. Pursuant to Section 1128 of the Social Security Act, Contractor hereby certifies by signing this Agreement that Contractor has not been convicted of crimes as specified in Section 1128, excluded from participation in the Medicare or Medicaid program, or assessed a civil penalty under the provisions of Section 1128. Contractor stipulates that it does not have a GHC authorized subcontract with an entity convicted of a crime specified in Section 1128. Contractor further certifies that pursuant to Section 1932 (d)(1) of the Social Security Act, Contractor does not knowingly have a director, officer, partner, employee, consultant, subcontractor or person who is significant or material to the provision of services under this Agreement, who has been, or is affiliated with someone who has been, debarred, suspended, or

otherwise excluded by any federal agency, nor has Contractor been debarred or excluded from any federal program.

XII. Duration and Termination

- A. The term of this Agreement shall be for a period of two (2) years, commencing December 1, 2009, and expiring November 30, 2011. This Agreement will automatically renew from year to year thereafter unless either party has given the other party ninety (90) days prior written notice of its intent not to renew the Agreement.
- B. The material breach of any part of this Agreement, which includes, but is not limited to, imposition of any state or federal sanctions on Contractor or Contractor's inability to provide services hereunder, shall be grounds for its immediate termination. In addition, in the event of a change in the organization of a party that results in creation of a successor organization, the other party shall have the right to terminate the Agreement upon ninety (90) days' prior written notice under Section XIII.C.
- C. Either party may terminate this Agreement without cause upon giving ninety (90) days' prior written notice of its intent to terminate. This Agreement may also be terminated upon the mutual written agreement of the parties.
- D. Notwithstanding other provisions of this Agreement, this Agreement shall terminate as to specific Consultative Specialists as a result of the following:
 - 1. This Agreement shall terminate immediately with respect to a Consultative Specialist when: a) his/her state license, certification or registration to practice is revoked, terminated or suspended for any reason, or he/she is subject to any federal or state administrative sanction, b) he/she ceases to actively practice medicine, c) he/she terminates employment with Contractor, or d) if, in the opinion of GHC, continued service to Managed Care Members by him/her would reasonably constitute a threat to the well-being of any Managed Care Member. With regard to Subsections a) through c) Contractor shall give notice to GHC within three (3) days in the manner specified in Section XVI. of this Agreement. With regard to Subsection d), GHC shall notify Contractor when GHC determines, in its sole discretion, that a Consultative Specialist reasonably constitutes a threat to the well-being of any Managed Care Member.
 - 2. If this Agreement terminates with respect to one or more Consultative Specialists under this section, Contractor shall immediately ensure that no Covered Services are provided to Managed Care Members by the terminated Consultative Specialist. Contractor shall immediately inform GHC if Covered Services cannot be adequately provided to Managed Care Members.
- E. If, in the opinion of GHC, continued service to Managed Care Members by Contractor would reasonably constitute a threat to the well being of any Managed Care Member, GHC may immediately terminate this Agreement.
- F. If this Agreement is terminated under any circumstances, Contractor shall cooperate fully with GHC to ensure the transfer of Managed Care Members to other contractors.
- G. In addition to the foregoing requirements, in the event of termination of this Agreement, Contractor shall complete active treatment as directed by GHC for any Managed Care Member currently under Contractor's care at the time of termination, limited to a maximum period of ninety (90) days with the exception of maternity services. GHC shall compensate Contractor for such Managed Care Members according to the terms and conditions of this Agreement.

XIII. General Provisions

- A. Nondiscrimination: The parties agree not to discriminate against persons and to render services without regard to race, sex, marital status, religion, creed, national origin, color, age, health

status, physical or mental disability, Vietnam Era veteran or disabled veteran status or other groups protected by law.

- B. Assignment: This Agreement may not be assigned or transferred by Contractor or GHC without prior written consent of the other party. GHC may not assign this Agreement without the prior written consent of the Washington Department of Social and Health Services (DSHS), if required when Managed Care Members include Healthy Options enrollees. Subcontracts relating to the provision of services subject to this Agreement to Managed Care Members shall not be assigned without the approval of GHC and DSHS, when applicable, except when such subcontracts are assigned to a wholly owned affiliate or controlled subsidiary or parent corporation. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, and successors in interest.
- C. Successorship: In the event of a change in the organization of Contractor or GHC that results in the creation of a successor organization to Contractor or GHC, the party experiencing the change shall provide the other party with sixty (60) days' prior written notice pursuant to Section XVI. During the sixty (60) day notice period, the party receiving notice may consent to the assignment of this Agreement to such successor organization (pursuant to Section XIII.B. above) or may withhold such consent and choose to terminate this Agreement upon giving ninety (90) days' prior written notice.
- D. Records Retention and Inspection: Both parties shall comply with 42 U.S.C. 1395 x(v)(I)(i), 42 CFR 434.6, and 42 CFR 422.504 as currently stated or as may be amended. The acts, among other things, provide that GHC agrees, and shall require all related entities, contractors or subcontractors to agree that 1) the Department of Health and Human Services, the Comptroller General, the Secretary of the Washington Department of Social and Health Services, or their designees, have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, records of GHC, related entity(s), contractor(s), or subcontractor(s) involving transactions related to Managed Care Members; and 2) the Department of Health and Human Service's, the Comptroller General's, the Secretary of the Washington Department of Social and Health Service's, or their designee's right to inspect, evaluate, and audit any pertinent information for any particular contract period will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit whichever is later. Contractor shall retain, and require subcontractors to retain, such records for the period of time necessary to comply with these requirements.
- E. Attorney Fees: Except as provided for under Section VI., in the event of any action for relief, declaratory or otherwise, which arises between the parties, the prevailing party shall recover reasonable attorney's fees and costs.
- F. Non-exclusive: Contractor and GHC expressly acknowledge that nothing in this Agreement shall be construed to prevent GHC or Contractor from simultaneously contracting with, or otherwise obtaining or providing services from or to any other person or entity.
- G. Confidentiality: Except as authorized by both Contractor and GHC, as required by applicable laws and regulations, or as necessary to effectively carry out this Agreement, the terms of this Agreement shall not be divulged, in whole or part, by either party, its agents, employees, or subcontractors to any third party other than by GHC to a Health Carrier.
- H. Communications: Any publicity by Contractor mentioning this Agreement or provision of health care services as a result of this Agreement shall be agreed upon by GHC in writing prior to release.
- I. Marketing and Advertising: Contractor shall allow Health Carrier to include information about Contractor's participation in the Health Carrier's provider network in marketing, advertising, educational and other materials necessary to inform Managed Care Members. Health Carrier

has sole discretion to decide whether to include Contractor in any such written or electronic materials.

- J. Signs: The parties may agree to install appropriate signage as requested by Health Carrier to identify Contractor as a Health Carrier-designated provider. Size, color, dimensions, location and other decisions regarding actual installation shall be subject to mutual agreement by the parties.
- K. Modification: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof. This Agreement, including attachments, signed by the parties hereto constitutes the entire understanding of the parties. GHC may amend this Agreement at any time by sending the amendment in writing to Contractor at least sixty (60) days in advance of the amendment's effective date. Such amendment shall be deemed to be accepted unless Contractor gives written notice to GHC at least thirty (30) days prior to the effective date of the amendment.
- L. Survival: The provisions set forth in Sections VI., VII., VIII., XII.F., XII.G., XIII.D., XIII.G. and XIV. shall survive termination or expiration of this Agreement.
- M. Waiver: Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. Further, GHC's failure to insist on strict compliance with any of the terms of this Agreement, or GHC's failure to pursue a right under this Agreement, shall not be deemed to be a waiver, nor shall any such failure at any time be deemed to be a waiver at any other time of any right under this Agreement.
- N. Conformity: If state or federal laws or regulations change and affect any provision of this Agreement, this Agreement will be deemed amended to conform with those changes the date the law or regulation becomes effective.
- O. Severability: Nothing contained in this Agreement shall be construed to require either party to act contrary to law. Whenever there is a conflict between any provision of this Agreement and any present or future statute, law, ordinance, or regulation, the affected provisions of this Agreement shall be severed to the extent necessary to bring the Agreement within the requirements of the law or regulation.
- P. Abuse Reporting: Contractor shall comply with applicable state and federal laws regarding abuse of children, adult dependent persons, developmentally disabled persons and vulnerable adults.
- Q. Force Majeure: Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing its obligations for reasons beyond its control, including but not limited to, acts of God or of a public enemy, flood or storm, strikes or statute, or rule or action of any Federal, State or Local government or agency.
- R. Governing Law: This Agreement is made in accordance with, and shall be interpreted under, the laws of the State of Washington.
- S. Subcontracting: Contractor shall not subcontract with third parties for any Covered Service provided to Managed Care Members without the prior authorization by GHC. Contractor shall assure that subcontracts comply with the terms and conditions of this Agreement as specified by GHC and in accordance with applicable requirements of WAC 284-43, Medicare, including provisions found under 42 CFR parts 422 and 423, and Medicaid requirements and other state and federal requirements. Contracts between Contractor and subcontractors for Covered Services to Managed Care Members shall be in writing, signed and dated; include payment terms; provide at least ninety (90) days' notice for any subcontract termination without cause; and include the following provisions required of Contractor in this Agreement and which shall be written substantially similar to those of this Agreement: Section III.A., Section III.C.

concerning legally allowed self-referrals, Section III.F., Section III.G., Section III.H., Section VII.A.1. prohibiting the collection of certain Coinsurance, Copayments and Deductibles, Section VII.F., Section VIII., Section X., Section XI. concerning physician financial incentive requirements under 42 CFR 422.208 and 42 CFR 422.210, Section XIII.A., Section XIII.D., Section XIII.T. and other provisions required under this Agreement as they may also be required under 42 CFR part 422. GHC reserves the right to review, approve, suspend or terminate any subcontracts as they pertain to Covered Services provided to Managed Care Members. Subcontracts shall include provisions acknowledging and agreeing to GHC's right of review.

- T. Additional Governmental Requirements: Contractor and Consultative Specialists shall comply with all applicable state and federal laws and regulations. Payment made by Health Carrier to Contractor under this Agreement may include federal funds and accordingly, Contractor acknowledges and agrees that Contractor and subcontractors are therefore subject to certain laws that are applicable to individuals and entities receiving federal funds. Contractor agrees to comply with GHC policies intended to meet the fraud and abuse requirements established under Medicare, Medicaid and other government payment programs. Contractor agrees to hold harmless DSHS and its employees, and all Managed Care Members served under the terms of the Medicaid Healthy Options Program agreement in the event of non-payment by Health Carrier. Contractor further agrees to indemnify and hold harmless DSHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DSHS or its employees through the intentional misconduct, negligence or omission of Contractor, its agents, officers, employees or subcontractors relating to the provision of services under this Agreement.

XIV. Prohibitions on Balance Billing and Illegal Collections, Including Provisions Mandated and Approved under WAC 284-43-320 and RCW 48.80.030(5)

- A. Contractor hereby agrees that in no event, including, but not limited to nonpayment by Health Carrier, Health Carrier's insolvency, or breach of this Agreement shall Contractor bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Managed Care Member or person acting on their behalf, other than Health Carrier, for services provided pursuant to this Agreement. This provision shall not prohibit collection of Deductibles, Copayments, Coinsurance and/or non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from Managed Care Members in accordance with the terms of the Managed Care Member's Medical Coverage Agreement.
- B. Contractor agrees, in the event of the Health Carrier's insolvency, to continue to provide the services promised in this Agreement to Managed Care Members of Health Carrier for the duration of the period for which premiums on behalf of the Managed Care Member were paid to Health Carrier or until the Managed Care Member's discharge from inpatient facilities, whichever time is greater.
- C. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Managed Care Member's Medical Coverage Agreement.
- D. Contractor may not bill the Managed Care Member for Covered Services except for Deductibles, Copayments, or Coinsurance where Health Carrier denies payments because the provider or facility has failed to comply with the terms or conditions of this Agreement.
- E. Contractor further agrees 1) that the above provisions A, B, C and D of this section shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Health Carrier's Managed Care Members, and 2) that

this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contractor and Managed Care Members or persons acting on their behalf.

- F. If Contractor contracts with other health care providers or facilities who agree to provide Covered Services to Managed Care Members of Health Carrier with the expectation of receiving payment directly or indirectly from Health Carrier, such providers or facilities must agree to abide by the above provisions A, B, C, D and E of this section.
- G. In Washington state, willful collection or attempted collection by Contractor of an amount from a Managed Care Member knowing that collection to be in violation of this Agreement constitutes a class C felony under RCW 48.80.030(5).

XV. Contractor Dispute Resolution

- A. Scope of Dispute Resolution Process: This process sets forth the process for the consideration and resolution of disputes between GHC and Contractor, except individual Consultative Specialists may have additional dispute resolution rights as provided under Section V.E. of this Agreement.
- B. Dispute Resolution Process:
 - 1. *Scope of Disputes Subject to This Process*: A Contractor may initiate the process set forth in this section only to address a dispute arising out of this Agreement.
 - 2. *Review By GHC*: To request review of a dispute, a Contractor must present the dispute as set forth in this section.
 - a. To pursue a dispute under this procedure a Contractor must submit a written request for review to GHC's Medical Director, through his/her designee the Executive Director of Provider Relations, at the mailing address in Section XVI., no later than thirty (30) calendar days following GHC's act or omission on which the dispute is based. The written request must set forth a clear and concise statement of GHC's acts and/or omissions on which Contractor bases the dispute, the specific provisions of this Agreement that are alleged to have been violated, and a statement of the remedy requested by Contractor.

Contractor may request that GHC's Executive Director of Provider Relations, or his/her authorized designee, meet with Contractor, or his/her authorized representative, regarding the dispute. Such request for a meeting must be made at the time the dispute is presented to GHC's Executive Director of Provider Relations and Contractor must otherwise meet the requirements of this section.
 - b. In the absence of a request for a meeting under this section, GHC's Executive Director of Provider Relations, or his/her authorized designee, may elect to engage in discussions with Contractor regarding the dispute, or the Executive Director may issue a response without such discussions.
 - c. GHC's Executive Director of Provider Relations, or his/her authorized designee, will provide Contractor with a written response to the dispute no later than the later of i) twenty (20) days following the completion of discussions (if Contractor requests a meeting or the Executive Director, or designee, elects to engage in discussions) or after meeting with Contractor or his/her representative as provided in this section, or ii) thirty (30) days after the Executive Director's receipt of the request for review (if Contractor does not request a meeting and the Executive Director elects not to engage in discussions). This response will set forth the Executive Director's final determination regarding the dispute and, if appropriate, the remedy to be

awarded. If GHC fails to grant or reject a dispute within thirty (30) days of submission of such dispute, the Contractor may proceed as if the dispute had been rejected.

- d. *Billing Disputes.* GHC will render a decision on billing disputes within sixty (60) days of its receipt of the complaint.
3. *Appeals:* If the Executive Director of Provider Relations denies Contractor's request under Subsection 2 of this section, and Contractor qualifies under 42 CFR 422.202(a) or 42 CFR 422.204(c), and the dispute involves actions covered under 42 CFR 422.202(a) or 42 CFR 422.204(c), Contractor may appeal such decision before a hearing panel.
 4. *Mediation:* If a Contractor has first exhausted the process of review and appeal set forth above, if applicable and is not satisfied with the final determination of the Executive Director, Contractor may request nonbinding mediation under this section. The Contractor may also request mediation under this section if GHC failed to grant or reject the dispute within thirty (30) days from the submission of such dispute. Such mediation will not preclude Contractor from pursuing judicial remedies.
 - a. To request mediation, Contractor must submit a written request for mediation to GHC's Executive Director of Provider Relations (at the mailing address in Section XVI.) no later than twenty (20) days following receipt of the Executive Director's final determination under this section. Contractor's request for mediation will constitute a promise to pay one-half the cost of the mediation service and Contractor shall be liable for payment of one-half the cost of the mediation service.
 - b. The Executive Director of Provider Relations will forward Contractor's request for mediation to an Approved Mediator. The Approved Mediator will be available to conduct the mediation session no later than thirty (30) days following his/her selection.
 - c. The Approved Mediator shall schedule and conduct the mediation no later than thirty (30) days following his/her selection, unless both GHC and Contractor agree to a later date.
 - d. If the mediation process results in an agreement between GHC and Contractor that resolves the dispute, the terms of that agreement shall be reduced to writing and implemented by GHC and Contractor. If the mediation process does not result in an agreement between GHC and Contractor that resolves the dispute, completion of the mediation process terminates GHC's dispute resolution process.

XVI. Notices

All written notices which are required or permitted under this Agreement shall be sent by United States mail, postage prepaid; delivered by prepaid messenger service; transmitted by FAX machine; transmitted by electronic mail to the recipient's email address, if provided below; or delivered in person and shall be addressed to the respective parties as follows:

To GHC: Stephen J. Krol
Executive Director, Provider Relations
Group Health Cooperative
P.O. Box 34262
Seattle, Washington 98124-1262
Telephone: (206) 988-2000
Facsimile: (206) 988-2001

To Contractor: Kittitas County Board of Health
Kathy Bambrick, Director
507 N Nanum St , Suite 102
Ellensburg, WA 98926
Phone: (509) 962-7515
Facsimile: (509) 962-7581

XVII. Subcontractor Disclosure and Approval of Agreement

- A. The undersigned represents and warrants that he/she is duly authorized to execute and deliver this Agreement as set forth below and that this Agreement is binding upon that party in accordance with its terms.
- B. Contractor agrees that by signing this Agreement below, Contractor does not have subcontracting arrangements with third parties that provide services to Managed Care Members.

**Group Health Cooperative
Seattle, Washington**

By: _____

Michele L. Anderson

Title: Director, Provider Contracting

Date: 12/14/09

Kittitas County Board of Health

By: _____

Kathy Bambrick

Title: Director

Date: 11/23/09

ATTACHMENT I Financial Terms

I. All Lines of Business Reimbursement

For the following vaccine codes only the contractor shall bill an amount equal to the actual cost of the vaccine. GHC shall reimburse Contractor at one-hundred percent (100%) of billed charges.

Adult Vaccine

90281	Immune Globulin
90744	(19-20) Hep B 1 2 3
90632	Hep A 1 2
90746	Hep B 1 2 3
90649	HPV 1 2 3 **
90658	Influenza
90713	Injectable Polio
90735	Jap Encephalitis 1 2 3**
90734	Menactra (11-55)
90733	Menomune (2-10)
90707	MMR
90732	Pneumonia
90675	Rabies-IM **
90376	Rabies-IG **
90715	TDaP
90718	Tetanus (Td)
90636	Twinrix 1 2 3
90636FREE	Twinrix 1 2 3
90691	Typhoid VI (injectable)
90690	Typhoid, Oral
90716	Varicella 1 2
90717	Yellow Fever

State Vaccine

90700	DTaP
90702	DT
90723	DTaP/IPV/Hep B
90633	HEP A 1 2
90744	HEP B 1 2 3
90649	HPV 1 2 3
90648	HIB
90655	Influenza (6-35 mo)
90658	Influenza (36 mo +)
90713	Injectable Polio
90734	Menactra (11-55)

90733	Menomune (2-10)
90707	MMR 1 2
90710	MMRV 1 2
90669	Prevnar PCV7
90732	Pneumovax23
90718	Tetanus (Td)
90715	TDaP
90680	Rotavirus 1 2 3
90716	Varicella 1 2

The following office visit codes shall be reimbursed at 100% of billed charges:

99201 Office/outpatient E&M New

99211 Office/outpatient E&M Established