

Community Care of North Carolina

Agreement between Community Care of Wake/Johnston Counties and Participating Providers in the Network

THIS AGREEMENT is entered into as of _____ (date) Community Care of Wake & Johnston Counties (CCWJC), whose principal office is located in the City of Raleigh, County of Wake, State of North Carolina, hereinafter referred to as CCWJC and

(name of participating provider / practice)

located in the counties of Wake and Johnston, State of North Carolina hereinafter referred to as the "Participant".

WHEREAS, the CCWJC has entered into an agreement with the Office of Research, Demonstrations and Rural Health Development to participate in the Community Care of North Carolina Program (CCNC), a Medicaid demonstration program; and

WHEREAS, the CCNC Program is a new demonstration program that is designed to build on Carolina ACCESS by assisting local providers to develop organized managed care systems that coordinate the full continuum of care with processes to influence cost and quality of care; and

WHEREAS, the Participant employs or contracts for the services of health care providers duly licensed in the State of North Carolina and wishes to participate and cooperate with the CCWJC in the development and implementation of Medicaid care management initiatives that will positively impact the cost and quality of providing health care to Medicaid recipients.

NOW, THEREFORE, it is agreed between the CCWJC and the Participant, as follows:

Section 1 – General Statement of Purpose and Intent

CCNC is a new demonstration program that will involve testing reimbursement methodologies, building care management support systems, and implementing network development efforts. Initially, *CCNC* will offer a fee-for-service model with an enhanced care management fee. *CCNC may plan to* move towards partial or full risk once adequate managed care infrastructure is developed and experience is gained. The CCNC program is contracting with plans which have demonstrated the capacity to do the following for enrolled Medicaid recipients:

- develop a care management plan to meet budget and utilization targets;
- develop the care management systems needed to manage enrollee services;
- promote improved care management strategies, such as: disease management, and targeted care management;
- implement quality improvement (QI) initiatives and participate in program wide QI activities, such as asthma, diabetes, and gastroenteritis disease management and poly-pharmacy initiatives
- focus on high cost and high risk Medicaid enrollees;
- provide primary care, referral and authorization of Medicaid services through a network of providers linked with CCWJC and,
- assure the appropriate expenditure of the enhanced care management fees.

This Agreement describes the terms and conditions under which the agreement is made and the responsibilities of the parties thereto.

<i>Section 2 – General Statement of the Law</i>
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North Carolina’s Community Care program is a community-based demonstration program implemented pursuant to a waiver by the Secretary, Department of Health and Human Services, in accordance with Title XIX of the Social Security Act.

<i>Section 3 – Functions and Duties of the Participant</i>

The Participant agrees to do the following:

- 3.1 Cooperate with the CCWJC Network in the development and utilization of care management systems and tools for managing the care of Medicaid enrollees. Such cooperation shall include, the provision of clinical information necessary to establish effective care management processes for the provision of cost-effective and quality health care (subject to all applicable requirements regarding confidential medical information).
- 3.2 Actively participate in initiatives developed by the CCWJC Networks Medical Policy Committee that aim to effectively manage the quality and cost of services, including but not limited to the following:
 - inpatient admissions;
 - emergency room visits;
 - specialty and ancillary referrals;
 - Health Check;
 - chronic and high cost diseases (such as, asthma, and diabetes);
 - early detection and health promotion; and
 - pharmacy prescribing patterns.

3.3 Cooperate with the Network's patient risk assessment process to identify and track those Medicaid recipients that would most benefit from targeted care management and disease management activities.

3.4 Authorize and coordinate with the CCWJC case management staff in carrying out the enhanced activities targeting Medicaid recipients enrolled with the Participant

3.5 Participate in the implementation of CCWJC's approved care plans for at-risk and/or high cost enrollees including working with support services provided through the departments of public health and social services. These enrollees shall include but not be limited to patients identified with the following conditions:

- Asthma
- CHF
- Diabetes
- High utilization of services
- High pharmacy utilizers
- Other initiatives as identified and developed by CCNC and CCWJC

3.6 Work in concert with the CCWJC to do the following:

- develop specific strategies to address special needs of the Medicaid population;
- develop plans to meet utilization and budget targets;
- evaluate and implement appropriate changes in service utilization; and,
- develop and refine CCWJC Program measures, utilization reports, management reports and care management initiatives.

3.7 Participant agrees to maintain Liability Insurance and Professional Malpractice Insurance in amounts not less than \$1 M per occurrence and \$3 M in the aggregate or covered by the Federal Tort Reform Claims Act.

3.8 Nothing in this Agreement shall interfere with or supersede Participant's obligation to provide health care services to Medicaid recipients under their Carolina ACCESS contract and/or any other agreements with the Division of Medical Assistance.

<p><i>Section Four – Duties and Responsibilities of Community Care of Wake/Johnston Counties</i></p>

The CCWJC agrees to do the following:

4.1 Arrange payment to the participating provider of a monthly \$2.50 enhanced care management fee for each eligible recipient enrolled in their practice.

4.2 Provide training and technical assistance regarding initiatives when required.

4.3 Work with the CCNC to:

- Provide CCNC with periodic utilization and cost reports.
- Gather and analyze data relating to service utilization by enrollees to determine whether Plans are meeting agreed upon program measures.

4.4 Arrange for the provision of monthly emergency room management reports on all emergency room visits by Enrollee which were paid for during the previous month.

4.5 Work together with CCNC and other participating plans to:

- Build and demonstrate successful managed care support and reimbursement features.
- Develop collaborative operation and support programs to improve the operation and efficiency of participating Networks.

4.6 Responsible for providing case manager(s), establish work and steering committees, and oversee case management activities in concert with participant.

<p style="text-align: center;"><i>Section Five – General Terms and Conditions</i></p>
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5.1 Audit: CCNC and CCWJC retain the right to periodically audit the Participant's information and records as may reasonably be necessary to review Participant performance relative to the CCNC's Program goals and objectives, and other reasonable, necessary and appropriate purposes during the term of this Agreement and in accordance with state and federal law.

5.2 Non-Discrimination: The Participant shall comply with all applicable federal and state laws which prohibit discrimination on the grounds of race, creed, sex, religion, national origin, or physical or mental handicap.

5.3 Transfer of Agreement: This Agreement may not be transferred.

5.4 Contract Termination: This Agreement may be terminated under the following conditions:

5.41 Automatically upon termination for any reason of the Demonstration Agreement for Participation in CCNC (Access II/III Plan) dated as of July 1, 1998, between the participating Network and the Office of Research, Demonstrations, and Rural Health Development; or

- 5.42 Upon the Participants failure to comply with CCNC Plan policies and procedures; or
- 5.43 By either party, with cause, upon at least thirty (30) days notice, in writing, and delivered by registered mail with return receipt requested or in person, except that a Participant may terminate participation effective only on the first day of each month; or
- 5.44 As to any health care provider employed or under contract by Participant, immediately upon a revocation of such employee's or contractor's license to practice medicine in the State of North Carolina, a revocation of a such employee's or contractor's certification as a participating provider under Title XIX (Medicaid) of the Social Security Act, and / or Cancellation of a such employee's or contractor's Liability Insurance; or
- 5.45 By mutual consent of both parties.
- 5.46 The Participant may elect terminate its Medicaid contract (per the terms and conditions of that agreement) or The Participant may return to Access I status, as long as Access I terms are offered or available to pediatric, family medicine or any primary care practices in North Carolina, at its sole discretion.
- 5.5 Credentialing: Participating Providers shall adhere to credentialing standards and procedures adopted by the CCNC for participating providers.
- 5.6 Supplements: No supplements, modifications or amendments of this Agreement will be binding unless executed in writing by both parties.

Section Six – Effective Date and Duration

This Agreement shall become effective on _____ and remain in effect until amended or terminated pursuant to the terms of this Agreement.

Section Seven – Signatories

Community Care of Wake/Johnston Counties

Carolina ACCESS Primary Care Provider

(Signature – Authorized Official)

(Signature – Authorized Official)

(Title)

(Title)

(Date)

(Date)

Medicaid Number

ADDRESS:

ADDRESS:

Community Care of Wake/Johnston Counties
Wake County Medical Society
2500 Blue Ridge Road #312
Raleigh, NC 27607

Contact Susan L. Davis, RN, CCM
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