



COORDINATED CARE PROVIDER AGREEMENT

This AGREEMENT is effective _____, 20____, between The Idaho Department of Health and Welfare ("DEPARTMENT"), and

_____, a physician, physician assistant, or nurse practitioner, duly and regularly licensed to practice in the State of Idaho OR an Idaho professional corporation, whose shareholders are duly licensed or otherwise legally authorized within the state of Idaho to render one or more of the same professional services as the corporation ("PROVIDER").

1. PURPOSE OF AGREEMENT.

DEPARTMENT is Idaho's administering Medicaid agency with authority under Idaho Code, Title 56, Chapter 2, to enter into contracts for the provision of services to recipients of medical assistance. PROVIDER desires to assist the DEPARTMENT by providing patient care and case management services to said recipients participating in DEPARTMENT's Healthy Connections program (ENROLLEES). The purpose of this Agreement is to set forth the understanding of DEPARTMENT and PROVIDER to provide patient care and case management services for ENROLLEES for the purpose of increasing access to care and reducing costs by effective utilization.

2. OBLIGATIONS OF PROVIDER.

2.1 Health Care Management. PROVIDER shall be responsible for making all reasonable efforts to monitor and manage ENROLLEES' care, providing primary care services, having arrangements with, and/or making referrals to, sufficient numbers of physicians and other practitioners to ensure that medically necessary Covered Services provided by other than PROVIDER can be furnished to ENROLLEES promptly and without compromise to quality of care, and allowing ENROLLEE choice of health professional to the extent possible and appropriate Covered Services are defined as the services covered under the State Medicaid Plan as set forth in Title 3, Chapter 9, and Title 3, Chapter 10 of 16 IDAPA.

2.2 Abide by Rules and Regulations. PROVIDER agrees to be bound by and comply with the following: Title 3, Chapter 9 (relating to medical assistance); Title 3, Chapter 10 (relating to provider reimbursement); Title 5, Chapter 1 (relating to confidentiality); Title 5, Chapter 2 (relating to provider audits); and Title 5, Chapter 3 (relating to contested cases) of 16 IDAPA ("Rules"), or such successor rules or amendments as DEPARTMENT shall promulgate from time to time.

PROVIDER agrees to be bound by and comply with applicable sections federal regulations set forth in 42CFR §438 (Managed Care Provisions), including § 438.6(d) and (f) (relating to discrimination); § 438.10, (relating to information requirements, including free translation or interpreter services, as appropriate); § 438.6 and 438.56 (relating to disenrollment); § 438.100 (relating to enrollee rights); and § 438.104 (relating to marketing activities); and § 438.700 (relating to sanctions).

PROVIDER agrees to be bound by and comply with applicable Federal and State laws regarding ENROLLEES rights such as Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR part 484, the Age Discrimination Act of 1975 as implemented by 45 CFR part 91, the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act, and the Health Insurance Portability & Accountability Act of 1996.

2.3 Availability. PROVIDER shall maintain reasonable and adequate hours of operation. PROVIDER shall make available 24-hour, 7 days per week access by telephone to a live voice or answering machine (which provides information to ENROLLEES on how to contact via telephone, an on-call medical professional) so that referrals can be made for non-emergency services or information can be given about accessing services or about medical problems during non-office hours.

2.4 Maintain Records. PROVIDER shall maintain a complete medical record for each ENROLLEE in accordance with the requirements set forth in the Rules. Medical records of ENROLLEES will include: (1) the record of services provided by the PROVIDER; (2) other records, if in PROVIDER'S possession, such as reports from referral providers, discharge summaries, or records of emergency care received by the ENROLLEE; (3) documentation of referrals made; and (4) such other information as DEPARTMENT requires.

2.5 Review and Service Programs. PROVIDER shall cooperate and participate in such review and administrative procedures as may be established by DEPARTMENT, including utilization review and quality assurance programs, billing procedures, external audit systems, and ENROLLEE and PROVIDER grievance procedures.

2.6 Insurance. Unless otherwise agreed by DEPARTMENT, PROVIDER shall maintain at PROVIDER'S expense during the term of this Agreement professional liability insurance covering PROVIDER for malpractice claims made during and after termination of this Agreement based on conduct alleged to have occurred during the term of this Agreement with limits acceptable to DEPARTMENT. PROVIDER shall furnish to DEPARTMENT certificate(s) proving the existence of such insurance coverage on or before the effective date of this Agreement and annually thereafter.

2.7 Fairness. PROVIDER agrees that ENROLLEES have certain rights and treatment of an ENROLLEE exercising such rights shall not be adversely affected.

2.8. Disenrollment of ENROLLEES. PROVIDER agrees to direct any ENROLLEE requesting disenrollment with or without cause to DEPARTMENT. PROVIDER may request disenrollment of an ENROLLEE by providing DEPARTMENT written notification of such request 30 days prior to the proposed effective date of disenrollment.

3. OBLIGATIONS OF DEPARTMENT.

3.1 Availability of Rules. The Rules (including any changes or amendments) shall be available to PROVIDER for inspection upon request. The Rules may be accessed electronically at <http://www2.state.id.us/adm/adminrules/rules/idapa16/16index.htm>

3.2 Enrollment of ENROLLEES. DEPARTMENT shall be responsible for processing enrollment requests and/or assignments of ENROLLEES with PROVIDER. Enrollment will be restricted to ENROLLEES who reside sufficiently near to allow for reaching PROVIDER within a reasonable time using available and affordable modes of transportation. Enrollment status of an ENROLLEE shall not be based on the ENROLLEE's health status or need for health care services, behaviors attributed to any special needs nor any discriminatory reason prohibited by law.

3.3 List of ENROLLEES. DEPARTMENT shall provide to PROVIDER a list of ENROLLEES who have selected or have been assigned to PROVIDER.

4. COMPENSATION.

4.1 Payment for Services. PROVIDER shall be compensated for services rendered under this Agreement as follows:

Covered Services: PROVIDER will receive fee-for service reimbursement for each service rendered consistent with the Rules and federal regulations.

Case Management Services: PROVIDER will receive payment as set forth in the Primary Care Case Management Fee Schedule, which is attached as Addenda A and incorporated as part of this Agreement. The DEPARTMENT may, in its sole discretion, amend Addenda A and provide not less than thirty(30) days prior written notice to PROVIDER of such amendment. Upon receipt of notice of amendment, PROVIDER may terminate this Agreement by written notice of termination to the DEPARTMENT. Such notice of termination shall be effective only if received by the DEPARTMENT within fourteen (14) days of the issuance of the DEPARTMENT's notice of amendment. Amendments made to ADDENDA A from time to time shall not require that this Agreement be re-executed.

4.2 No Recourse. Except as otherwise provided in the Rules, PROVIDER shall accept the payment set forth in this Section as payment in full for services. PROVIDER agrees that in no event including, but not limited to, non-payment, shall PROVIDER bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against ENROLLEE or persons other than DEPARTMENT acting on a ENROLLEE'S behalf for services provided pursuant to this Agreement. This provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of ENROLLEE.

5. TERM; TERMINATION.

5.1 Term. This Agreement shall be for a term of one (1) year from the effective date and shall automatically renew each year unless terminated as provided in this Section.

5.2 Termination by DEPARTMENT. The DEPARTMENT may terminate this Agreement with or without cause as provided in the Rules, or in order to conform with federal or state law. Notice of termination for cause shall be provided in writing, and shall include a statement of the reason for the DEPARTMENT'S action and right of appeal and pre-termination hearing.

5.3 Termination by PROVIDER. Unless terminating pursuant to paragraph 4.1 above, the PROVIDER may terminate this Agreement with or without cause effective on the last day of any month by giving DEPARTMENT written notice at least sixty (60) days prior to the date of termination of PROVIDER'S intent to terminate this Agreement.

5.4 Effect of Termination. Upon termination, the rights of each party under the Agreement shall terminate; provided, however, that such action shall not release PROVIDER or DEPARTMENT from their obligations with respect to (a) payments accrued to PROVIDER prior to termination; (b) PROVIDER'S agreement not to seek compensation from ENROLLEES for services provided prior to termination; and (c) completion of treatment of ENROLLEES then receiving care until either (i) alternative care of ENROLLEES can be arranged or (ii) PROVIDER terminates the physician/patient relationship with ENROLLEE by giving ENROLLEE and DEPARTMENT at least thirty (30) days' written notice of termination of the physician/patient relationship, whichever occurs first. In the event of termination, DEPARTMENT is empowered and authorized to notify ENROLLEES, other providers, and other persons or entities of such termination.

6. AMENDMENT.

DEPARTMENT may amend this Agreement at any time without cause as provided in the Rules, or in order to conform with federal or state law.

7. INDEMNIFICATION.

PROVIDER shall indemnify, defend and save harmless the DEPARTMENT, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of or relating to the activities of the PROVIDER or its officers, employees, subcontractors, or agents under this Agreement, or arising from the PROVIDER's, its officers, employees, subcontractors, or agents' failure to comply with any applicable state, federal, local law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims that include or allege negligence of the PROVIDER, its agents, officers or employees other than claims which arise solely out of the negligence on the part of the DEPARTMENT, and this duty shall survive the termination or expiration of this Agreement. Nothing in this provision shall extend PROVIDER's indemnification of DEPARTMENT beyond the liability of DEPARTMENT provided in the Idaho Tort Claims Act, Idaho Code 6-901 *et seq.*

8. RELATIONSHIPS OF PARTIES.

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties to this Agreement other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, shall be construed to be the agent, employer, employee, or representative of the other, nor will either party have an express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

9. ASSIGNMENT.

This Agreement, being intended to secure the services of and be personal to PROVIDER, shall not be assigned, sublet, delegated, or transferred by PROVIDER without the prior written consent of DEPARTMENT which consent may be withheld by DEPARTMENT without cause.

10. NOTICE.

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, to DEPARTMENT or to PROVIDER at the respective addresses given below. Notice shall be deemed to be effective when mailed, but notice of change of address shall be effective upon receipt.

DEPARTMENT

Idaho Department of Health and Welfare
Division of Medicaid
Healthy Connections
P. O. Box 83720
Boise, ID 83720-0036

PROVIDER

By: _____

(Printed Name)

Title

Date