

Community Care of North Carolina
(Access II and III Program)

**Template for an Agreement between the
Community Care of North Carolina Network's Administrative Entity and
Participating Providers in the Network**

THIS AGREEMENT is entered into as of _____ (date) between the _____ (Community Care of North Carolina Network Name), whose principal office is located in the City of _____, County of _____, State of North Carolina, hereinafter referred to as the "Network" and

(name of participating provider / practice)

located in the city of _____, county of _____, State of North Carolina or _____, hereinafter referred to as the "Participant".

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

WHEREAS, Community Care of North Carolina is a 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 Network 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 Network and the Participant, as follows:

Section 1 – General Statement of Purpose and Intent

Community Care of North Carolina is a demonstration program that will involve testing reimbursement methodologies, building care management support systems, and implementing network development efforts. Community Care of North Carolina offers a fee-for-service model with an enhanced case management fee. Providers are expected to achieve budget and performance goals and benchmarks. Community Care of North Carolina is contracting with networks which have demonstrated the capacity to do the following for enrolled Medicaid recipients:

- develop a care management plan to meet budget, utilization, and performance targets;
- develop the care management systems needed to manage enrollee services;

- promote improved care management strategies, such as: disease management, authorization and referral processes, after hours protocols, and targeted care management;
- implement quality improvement initiatives (QI) and participate in program-wide QI activities, such as asthma, diabetes, and gastroenteritis disease management programs and a poly-pharmacy initiative;
- focus on high cost and high risk Medicaid enrollees;
- provide primary care, referral and authorization of Medicaid services through a network of Community Care of North Carolina providers; 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.

Section 2 – General Statement of the Law

Community Care of North Carolina is a community-based care management plan implemented pursuant to a waiver by the Secretary, Department of Health and Human Services, in accordance with Title XIX of the Social Security Act, and is subject to the provisions of North Carolina Statutes and North Carolina Administrative Regulations.

Section 3 – Functions and Duties of the Participant

The Participant agrees to do the following:

- 3.1 Cooperate with the Community Care of North Carolina Network in the development and utilization of care management systems and tools for managing the care of Medicaid enrollees. Such cooperation shall include: the identification of a “practice champion” for the Chronic Care Program; attending meetings detailing initiatives, expectations, and performance, as requested by the network; assist in the development of a transitional care program; and 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 Comply with the policies and procedures developed by the Network’s Medical Management Committee and / or Steering Committee that aim to effectively manage the quality, utilization, and cost of services, including but not limited to the following:
 - Inpatient admissions;
 - Emergency room visits;
 - Specialty and ancillary referrals;
 - Early detection and health promotion;
 - Health Check;
 - Chronic and high cost diseases (such as, asthma, COPD, CHF, and diabetes);
 - At risk patients; 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. Participate, as requested by the Network, in interdisciplinary teams to help manage and optimize patient care of those enrollees at highest risk and cost.

- 3.4 Authorize and coordinate with the Network care managers in carrying out the enhanced care management activities targeting Medicaid and Health Choice recipients enrolled with the Participant.
- 3.5 Participate in the implementation of Network approved care management 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
 - Diabetes
 - Gastroenteritis
 - High cost
 - High utilization of services
 - High pharmacy utilizers
 - Chronic Care
 - COPD
 - Hypertension
 - Heart Failure
 - Behavioral Health Conditions
 - Other initiatives as identified and developed by the Program and Network
- 3.6 Work in concert with the Network to do the following:
 - develop specific strategies to address special needs of the Medicaid population;
 - develop local referral processes and communications with specialists;
 - promote enrollee's ability and confidence in their self management of chronic illness(es);
 - develop plans to meet Community Care of North Carolina utilization and budget targets;
 - evaluate and implement appropriate changes in service utilization; and,
 - develop and refine Community Care of North Carolina measures, utilization reports, management reports, quality improvement goals, and care management initiatives.
- 3.7 Nothing in this Agreement shall interfere with or supersede Participant's obligation to provide health care services to Medicaid recipients under separate agreement with the Division of Medical Assistance.

Section Four – Duties and Responsibilities of the Community Care of North Carolina Network

The Network agrees to do the following:

- 4.1 Arrange payment by the Division of Medical Assistance to the Participant of an enhanced per enrollee per month management fee for each enrollee enrolled with the Participant.
- 4.2 Arrange payment by Blue Cross and Blue Shield (BCBS) to the Participant of an enhanced per enrollee per month management fee for each Health Choice child enrolled with the Participant. These fees will be paid by check from BCBS directly to the Participant
- 4.3 Arrange payment by the Division of Medical Assistance to the Network's Administrative Entity of a monthly enhanced care management fee for each eligible recipient enrolled with the Network's participating providers to support the development of enhanced care management processes.
- 4.4 Provide training and technical assistance regarding the Community Care of North Carolina program when required.

- 4.5 Work with the Community Care of North Carolina program to:
- Provide the Participant with periodic utilization and cost reports.
 - Gather and analyze data relating to service utilization by enrollees to determine whether Networks are meeting agreed upon program measures.
- 4.5 Arrange for the provision of monthly emergency room management reports on all emergency room visits by enrollees which were paid for during the previous month.
- 4.6 Work together with the Community Care of North Carolina program and other participating networks 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.
- 4.7 Responsible for providing care manager(s), establish work and steering committees, and oversee care management activities in concert with Participant.
- 4.8 Establish an ongoing process with community providers and other community agencies to coordinate the planning and provision of care management and other support services for enrollees needing those services.
- 4.9 Provide clinical and administrative leadership and technical support in collaboration with the Community Care of North Carolina program to design, develop, and implement new clinical and care management initiatives.
- 4.10 Share quarterly provider profiling reports with the Participant. Provide orientation, training, technical assistance and support to the Participant on the content and use of the provider profiles.
- 4.11 Work with the Program and in consultation with the Division of Medical Assistance, and the Physicians Advisory Group to pilot new approaches in managing the care of Medicaid recipients.

Section Five – General Terms and Conditions

- 5.1 Audit: The Community Care of North Carolina Program and Network retains the right to periodically audit the Participant’s information and records as may reasonably be necessary to review Participant performance relative to the Community Care of North Carolina Program’s 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 Community Care of North Carolina dated as of _____, between the Community Care of North Carolina Network and the Office of Research, Demonstrations, and Rural Health Development; or
- 5.42 Upon the Participants failure to comply with Community Care of North Carolina Network 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; or
- 5.46 By either party for any reason upon ninety (90) days written notice to the other party.
- 5.5 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 North Carolina Network

Community Care of North Carolina Participant

(Signature – Authorized Official)

(Signature – Authorized Official)

(Title)

(Title)

(Date)

(Date)

(Mailing Address)

(Carolina Access PCP Number)