

## PROVIDER PARTICIPATION AGREEMENT

This Provider Participation Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 200\_, (“Effective Date”) by and between Missouri Care, Incorporated (“Administrator”) and \_\_\_\_\_, (alternatively, “Provider” or “Health Care Home” or “HCH”).

- A. Administrator has contracted with MO HealthNet to implement and administer the MO HealthNet Care Management Program (the “Program”) in the Northwest Region of the state of Missouri (“Contract #C3Z08186” or the “State Contract”); and
- B. The State Contract requires Administrator to recruit eligible health care professionals to participate in the Program as Health Care Homes; and
- C. Provider is enrolled as a participating provider with MO HealthNet; and
- D. Provider wishes to participate in the Program as a Health Care Home.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

### Enrollment Requirements:

1. The provider is a physician, physician group, specialty provider, center or facility that is a registered provider with MO HealthNet, has a Missouri Medicaid provider number and agrees to the responsibilities and requirements of the Program (“HCH”). The types of providers and entities eligible to serve as an HCH for MO HealthNet participants include:
  - a. A physician in the field of General Practice, Family Practice, General Pediatrics, General Internal Medicine or Obstetrics/Gynecology and operates a primary care mode of practice (“PCP”), or
  - b. A provider is a specialty provider in a specialty that provides comprehensive patient management [i.e., oncologists, renal centers], (“Specialty Provider”) or
  - c. The provider is a Community Mental Health Center (“CMHC”) or
  - d. Federally Qualified Health Center – individual providers must enroll with MO HealthNet as individual providers but may request payment for Program services be made directly to the clinic as a “pay to” (“FQHC”) or
  - e. Rural Health Clinic – individual providers must enroll with MO HealthNet as individual providers but may request payment for Program services be made directly to the clinic as a “pay to” (“RHC”) or
  - f. Managed Care Organization
  - g. Targeted Case Management provider
  - h. Mental Retardation Developmental Disability Habilitation center
  - i. Other provider, provider group, center or facility that agrees to the responsibilities and requirements of a Program HCH.

### General Responsibilities of HCH:

2. The provider’s HCH activities will be governed by the guidelines and policies set forth in the Provider Manual (“Provider Manual”), as amended from time to time, as well as all Program bulletins and notices. This includes but is not limited to, mandatory participation and cooperation with the Administrator’s quality improvement and care coordination activities as outlined in the Provider Manual.
3. A physician participating as a HCH may select multiple office locations at which physician will serve as a HCH, i.e. accept assignment of participants. Physicians are not restricted as to where they can

provide medical care; however, the physician must be enrolled in MO HealthNet at each office location physician participates as a HCH.

4. HCH will, from time to time, and with reasonable notice, permit and make arrangements for MO HealthNet or its contractors and Administrator to review medical records of Program participants for quality of care studies.
5. HCH agrees to participate in access to care monitoring audits.
6. HCH agrees to have specific written policies allowing participants to receive information on available treatment options or alternative courses of care, regardless of whether or not the benefits are covered by the Program.

Delivery of Services:

7. Provider agrees to function in the role of HCH, as an authorized provider for MO HealthNet's provider network. In this role, the HCH will provide, or will arrange for the provision of, routine comprehensive preventative services, medically necessary primary care treatment and urgent care services.
8. HCH agrees to log on to the Web-based Plan of Care ("POC") to review and accept or edit the participant's POC in a timely manner but no later than 5 business days following participant's selection of HCH. HCH further agrees to review and update the POC as reasonably necessary but no less frequently than every ninety (90) days.
9. HCH agrees to accept the financial incentive payments and other pay for participation as full reimbursement for all care management activities performed by HCH. Such pay for participation incentives shall be made according to a schedule developed by MO HealthNet that shall be similar to, if not identical to the schedule in place for the CCIP program, C305040001. For informational purposes, a description of the pay for participation incentives currently used under C305040001 can be viewed in the Division of Medical Services, Provider Bulletin, found at the following web site: [http://www.dss.mo.gov/mhd/providers/pdf/bulletin31-21\\_2008nov19.pdf](http://www.dss.mo.gov/mhd/providers/pdf/bulletin31-21_2008nov19.pdf). In no event shall Administrator be responsible for any amount due herein to HCH under this Agreement.
10. Care management services, including POC approval or POC changes, may be provided and billed to MO HealthNet by the participant's designated primary care provider only (physician in general practice or specialty area appropriate to the participant's health care needs, FQHC, community mental health center, or advanced practice nurse), or by the PCP's designated health care staff as appropriate within the Missouri licensed scope of practice. However, the participant's POC shall be shared with other health care professionals who are trained and registered to log-on to the care management system as "view only" users of the system so that the participant's health care information may be shared as needed for the optimum care of the participant. Furthermore, the HCH shall abide with all appropriate confidentiality and HIPAA compliance requirements.
11. HCH agrees to provide patient management services in accordance with the Provider Manual and on a timely basis. HCH agrees to work with the Care Management nurse care managers and other related health care professionals as needed based on the participant's POC.
12. HCH will promote and provide Healthy Children and Youth Services for members under age 21 or refer members to other appropriate providers, in accordance with the EPSDT/Healthy Children and Youth requirements, MO HealthNet requirements and the Provider Manual as applicable.
13. HCH agrees to request and encourage participants to sign a consent that permits release of substance abuse treatment information to the Administrator and to HCH or behavioral health provider, if appropriate. The disclosure of mental health records by HCH to the Administrator and to the HCH is permissible under HIPAA without consent of the patient because it is for treatment.

14. HCH shall adhere to such reasonable policies and procedures as may be developed and implemented by the Administrator from time to time during the term(s) of this Agreement. The Administrator will notify HCH of any revised or new policies and procedures with thirty (30) days prior notice unless otherwise required by the Program.
15. HCH is, and will remain throughout the term of this Agreement, in compliance with all applicable Federal and state laws and regulations related to this Agreement and the services to be provided hereunder.
16. All information and materials provided, directly or indirectly, by the Administrators to HCH (including without limitation, contracts, procedures, manuals, operations manuals and/ or software) shall remain proprietary to the Administrator or MO HealthNet, as the case may be. HCH shall not disclose or permit the disclosure of any such information or material or use them except as provided in this Agreement.
17. HCH acknowledges and agrees that the Administrator shall be entitled to use (i) names(s), business address(es), and phone number(s) of HCH and (ii) in addition to the foregoing, information about education, specialty, subspecialty, licensure, certification, hospital affiliation, office hours, languages spoken, and any other demographic information for HCH or any individual MO HealthNet physician employed by or under contract with HCH to provide services under this Agreement, for the purposes of enrolling and referring participants, marketing, complying with the Program and Administrator requirements, reporting, and otherwise carrying out the terms and conditions of this Agreement.
18. HCH agrees to provide services for each Program participant that selects HCH, unless the HCH can demonstrate just cause for terminating these responsibilities and requests that a participant be required to select another HCH. If a HCH wishes to terminate these responsibilities for a specific participant, he/she must continue to perform HCH functions for the such participant for up to 30 days or until the participant has been linked to another HCH, whichever comes first. The HCH must notify the participant of his/her intention to request removal of the participant from his/her caseload prior to submitting the request to the Administrator. The HCH shall forward any correspondence requesting the removal of a participant from his/her panel to the Administrator, in accordance with the Provider Manual. Requests will be considered for the following reasons only:
  - a. Missed appointments
  - b. Participant fraud
  - c. Threatening, abusive or hostile behavior
  - d. Medical needs better met by another HCH
  - e. Breakdown of the physician/patient relationship
  - f. Participant accessing care from another provider
  - g. Previously approved alternative selection
  - h. OB reassignmentsFor further information, please see the Provider Manual
19. Program participants may request a HCH change at any time. If a change is approved by the Administrator, the current HCH must continue to perform HCH functions for the participant for up to thirty (30) days, or until the participant has been linked to another HCH, whichever comes first.

Miscellaneous:

20. This Agreement, including the rights, benefits or duties hereunder shall not be assigned in whole or in part either directly or indirectly by either party, unless documented in writing and agreed upon by both parties.
21. This Agreement contains all the terms and conditions pertaining to the Program agreed upon by the parties.

22. If any provision of this Agreement is declared or found to be illegal, unenforceable, invalid or void, then both parties shall be relieved of all obligations arising under such provision; each provision not so affected shall be enforced to the fullest extent permitted by law.
23. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order:
- a. the express terms of this Agreement;
  - b. the Provider Manual;
  - c. the MO HealthNet Enrollment Agreement;
  - d. the MO HealthNet Medicaid Manual;
  - e. Any other document, standard, laws, rules or regulations incorporated by reference in the above materials, all of which are hereby incorporated by reference;
24. Notices required pursuant to the terms and provisions of this Agreement may be effective if sent by letter, electronic mail or other generally accepted media. Notices shall be sent to the following addresses which may be changed by giving notice. HCH shall notify MO HealthNet and the Administrator of any changes in the information provided by HCH below.

To Missouri Care at:       c/o Community Health Plan  
                                  137 N. Belt Highway  
                                  St. Joseph, MO 64506

To HCH at:                   \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

Term and Termination:

25. This Agreement shall be effective upon the Effective Date.
26. This Agreement will expire concurrent with any termination or expiration of HCH's MO HealthNet Enrollment Agreement, This Agreement may also be terminated as follows:
- a. By MO HealthNet for the HCH's breach of any provision of this Agreement as determined by MO HealthNet, or
  - b. By MO HealthNet upon 60 days written notice to HCH.
27. In the event HCH desires to terminate participation in the Program, HCH shall provide sixty (60) days prior written notice including HCH's reasons for seeking termination of this Agreement to MO HealthNet or its agent, and the Administrator. Within thirty (30) days of receipt of the HCH's written notice, MO HealthNet, or its agent, shall provide written confirmation of the HCH's request. The termination shall be effective forty-five (45) days from the date of written confirmation. Termination effective dates shall not be granted retroactively.
- a. HCH shall notify each MO HealthNet participant under its care of HCH's decision to terminate after HCH has received written confirmation and prior to the effective date of the termination. HCH must provide a copy of the notification to MO HealthNet, or its agent, no later than the effective date of termination.
  - b. To ensure continuity of care for participants affected by HCH's termination from the Program, whether that termination is initiated by HCH, or MO HealthNet, or its agent, HCH will continue to comply with all terms of this Agreement and the MO HealthNet Enrollment Agreement until the effective date of termination.
  - c. The Administrator shall facilitate the transfer of Program participants enrolled with the HCH to new HCHs in an expeditious manner. In no event shall any Program participant remain assigned to the HCH after the effective date of the termination.

28. Termination of the Program will result in the termination of this Agreement. Termination of the Program in the region served by the HCH will also result in the termination of this Agreement for the region where the Program is terminated. Termination under this paragraph may be communicated to the HCH through a provider bulletin or notice, and will be effective forty-five (45) days after the date of the bulletin or notice, unless a later effective date is announced in the bulletin or notice.
29. The undersigned, being the HCH, or having specific authority to bind the HCH to the terms of this Agreement, and having read this agreement and understanding it in its entirety, hereby agrees, both individually and on behalf of the HCH as a business entity, to abide by and comply with all the stipulations, conditions, and terms set forth herein.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

**HCH**

**ADMINISTRATOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Full Name (Typed or Printed)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Missouri Medicaid provider number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Practice/Group/Center/Facility Name (If Different)

\_\_\_\_\_  
Date

\_\_\_\_\_  
County

\_\_\_\_\_  
Date