



HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

*Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING*

DATE OF REQUEST: July 22, 2011

FROM: Carmine Rocco, Health Director *Carmine J. Rocco*

MEETING DATE REQUESTED: August 1, 2011
Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm

SUBJECT: AGREEMENT BETWEEN HAYWOOD COUNTY HEALTH DEPARTMENT and ACCESSCARE

REQUEST: CONSENT AGENDA
(What action are you seeking?)

Approval for the AccessCare contract Amendment #1.

BACKGROUND:
(Research and justification of proposal and need; Alternatives evaluated; Legal Basis: Outcome-What will be achieved and how will it be measured?)

The Division of Medical Assistance began a program in 1996 that provided a Health Check Coordinator (HCC) to local health departments with Medicaid funding. The position assisted Medicaid recipients with accessing primary care for children birth to age 21. Due to legislated budget reductions January 31, 2010 the DMA terminated agreements with health departments to provide the service and delegated the program to Community Care of North Carolina (CCNC) effective 02-01-10. CCNC is contracting with Haywood County Health Department to provide the HCC duties to seven Western North Carolina counties: Haywood, Swain, Jackson, Macon, Graham, Clay and Cherokee. Wilma Young began performing the duties of the HCC in Haywood in July 1999 and has continued as HCC to the seven WNC counties through a contract with AccessCare/CCNC.

Original contract approved by Commission Board 10/04/10.

IMPLEMENTATION PLAN:
(How and when will staff undertake the action?)
Effective July 1, 2011

FINANCIAL IMPACT STATEMENT:
(What is the cost? Where is the money coming from? Optional or mandated?)
Wages, benefits \$40,856 per annum. Program cost covered by AccessCare. Not mandated for Health Department.

AccessCare
a nonprofit organization



Community Care
of North Carolina

July 18, 2011

Mr. Carmine F. Rocco, M.S.
Health Director
Haywood County Health Department
2177 Asheville Road
Waynesville, NC 28786

Re: Health Check Coordination (HCC) Contract Amendment #1

Carmine,

Enclosed please find two original signed contract Amendments #1 for HCC Services with the Haywood County Health Department (HCHD) for services for Health Check Coordinator (HCC). If agreeable, please have both signed and return one original to my attention and keep one for your files.

If you have any questions, please let us know. Thank you.

Sincerely,

John J. Bristol
Vice President, Business

Cc: Treiste Newton, RN, Regional Director, AccessCare
Susan Vaudreuil, HCC Statewide Coordinator, AccessCare

**CONTRACTOR AGREEMENT
Attachment A - AMENDMENT #1**

This Amendment, dated as of the 15th day of July 2011, amends the agreement ("Agreement") dated as of the 1st day of July 2010, by and between Haywood County Health Department (hereinafter "Contractor") and AccessCare.

Compensation and Additional Responsibilities of Contractor:

Compensation

Contractor shall be paid on a reimbursement basis:

- Wages, benefits and wage-related taxes for one Health Check Coordinator to a new maximum of \$40,856.00 per annum effective July 1, 2011.
- Approved Health Check Coordination expenses such as postage, sustenance, lodging, mileage and other related and pre-approved expenditures to support the HCC program and the HCC.
- The HCC shall invoice AccessCare directly for his/her pre-approved out-of-pocket expenditures.

Additional responsibilities of Contractor

Contractor shall cover the following geographic areas: Haywood, Swain, Jackson, Macon, Graham, Clay and Cherokee Counties, and other counties as may be required by AccessCare.

**HCHD CONTRACT LIST
COMMISSIONERS MEETING 08-01-11**

CONTRACTS	AGREEMENT	AMOUNT	LENGTH OF TIME
AccessCare	Health Check Coordination services for seven WNC counties Haywood, Swain, Jackson, Macon, Graham, Clay, and Cherokee	\$40,856 Annual Funds covered by AccessCare	FY 10-11 FY 11-12

AGREEMENT

AGREEMENT, made this 1st day of July 2010, by and between Haywood County Health Department (hereinafter "Contractor") and AccessCare.

WHEREAS, AccessCare requires the services (hereinafter "Services") described in Attachment B attached hereto and incorporated herein by this reference, and

WHEREAS, Contractor has the knowledge, expertise and experience to provide these Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. AccessCare will pay Contractor for Services pursuant to the payment schedule set forth in Attachment A.
2. Contractor will provide the Services described in Attachment B.
3. That the term of this Agreement shall be one year beginning July 1, 2010 and ending June 30, 2011, and this Agreement shall automatically renew annually unless terminated earlier by either party pursuant to the terms hereof. This Agreement may be terminated by either party upon thirty (30) days written notice.
4. Contractor represents that it has the requisite knowledge, expertise and experience necessary to perform Services under this Agreement. Further, Contractor represents that it is entering into this Agreement free from any obligation or claim, either for its services or for its resources, which is contrary to the provisions hereof.
5. This Agreement, or any right hereunder, shall not be assigned by either party, nor shall any duty hereunder be delegated by either party, without the express written consent of the other party. Any attempt at assignment or delegation without such consent shall be void.
6. This Agreement does not constitute Contractor as an employee, agent, representative, joint venturer or partner of AccessCare for any purpose whatsoever. Contractor is not authorized to make any contract, agreement, warranty or representation, express or implied, on behalf of AccessCare. Neither Contractor nor any employee or agent of Contractor has an employment status with AccessCare and are not entitled to participate in any benefits extended by AccessCare to its own employees.

The person employed by Contractor to perform services hereunder shall be subject to the mutual direction and control of Contractor and AccessCare. However, it is the intention of the parties that said Contractor employee shall remain the employee of Contractor and shall not be deemed an employee of AccessCare.

7. Each Party shall give immediate written notice to the other of all accidents or claims of any kind whatsoever arising out of performance under this Agreement, and each shall cooperate fully with the other in the investigation, handling or prosecution of any such claim.
8. If Contractor's performance of services is delayed by a force majeure, Contractor shall

immediately notify AccessCare of the delay, the reasons therefore and the anticipated duration of any such delay. Contractor's delay in the performance of services shall be excused during the duration of such force majeure.

9. Any notice to be given hereunder shall be given in writing and delivered personally or by registered or certified mail, postage prepaid as follows:

To Contractor: Name: Carmine F. Rocco, Director
Haywood County Health Department
Street: 2177 Asheville Road
City, State, Zip: Waynesville, NC 28786

To AccessCare: Vice President of Business, AccessCare
Suite 130,
3500 Gateway Centre Blvd
Morrisville, NC 27560

10. Should an adversarial proceeding arise between the parties pursuant to this Agreement, this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Venue for any adversarial proceeding shall be set in Wake County.
11. This Agreement constitutes the entire agreement and understanding between the parties respecting the subjects covered herein, and shall not be modified in any respect except in a writing that is signed by both parties.
12. This Agreement may be executed in multiple counterparts, with each part so executed being deemed an original, however, collectively constituting but a single document.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year above first written.

HAYWOOD COUNTY HEALTH DEPARTMENT
FEIN: _____

By: Carmine F. Rocco
Print Name: Carmine F. Rocco
Title: Health Director

ACCESSCARE

By: John J. Bristol
John J. Bristol, Vice President, Business

"Provision for the payment of monies to fall due under this agreement has been made by appropriation duly authorized, as required by the local Government Budget and Fiscal Control Act."

David Cotton
David Cotton, County Manager

Date: October 4th, 2010

Julie H. Davis
Julie H. Davis, County Finance Officer

Date: October 4th, 2010

Attachment A

Compensation and Additional Responsibilities of Contractor:

Compensation

Contractor shall be paid on a reimbursement basis and shall be invoiced monthly:

- Wages, benefits and wage-related taxes for one Health Check Coordinator to a maximum of \$39,630 per annum.
- Approved Health Check Coordination expenses such as postage, sustenance, lodging, mileage and other related and approved expenditures to support the HCC program and the HCC.
- The HCC shall invoice AccessCare directly for his/her approved out-of-pocket expenditures.

Additional responsibilities of Contractor

Contractor shall cover the following geographic areas: Haywood, Swain, Jackson, Macon, Graham, Clay and Cherokee Counties, and other counties as may be required by AccessCare.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

ATTACHMENT B
Health Check Coordination Services Contract

This amends the Health Check Services Contract between AccessCare and Haywood County Health Department hereinafter referred to as "Contractor." This Attachment is hereby effective upon its execution by the parties.

In Witness Whereof, AccessCare and Contractor have executed this Attachment in duplicate originals, one of which is to be retained by each of the parties.

SCOPE OF WORK ATTACHMENT

Section 3 -- Definitions

The following terms have the meaning stated for the purposes of this contract:

- 3.1 Automated Information and Notification System (AINS) – The database containing recipient eligibility, claims information, and the periodicity schedule for well-child visits from which the Health Check Participation Rate is determined.
- 3.2 Clinical Directors – The CCNC leadership body in which each Network, such as AccessCare, is represented by its Clinical Director. This body establishes the CCNC clinical policy and provides oversight for CCNC decisions and activities.
- 3.3 Community Care of North Carolina (CCNC) – A program established within the Department of Health and Human Services Office of Rural Health and Community Care with the goal of improving health care access, quality, and cost-effectiveness. CCNC has administrative oversight responsibility for the operational aspects of this contract in collaboration with the Division of Medical Assistance (DMA).
- 3.4 Community Care Network (Network) – A non-profit community organization, such as AccessCare, where private and public providers collaborate to serve a target population in a defined service area.
- 3.5 Covered Services – Services covered by Medicaid for Eligible Recipients or the Health Choice population which the Contractor agrees to coordinate pursuant to the terms of this contract and payment.
- 3.6 Eligible Recipients – Persons eligible in the following Medicaid categories:
 - Work First for Family Assistance (formerly AFDC)
 - Family and Children's Medicaid (MAF)
 - Infant and Children (MIC)
 - Medicaid for the Blind and Disabled (MAB, MAD, MSB)
 - Residents of Adult Care Homes (SAD)

Enrollment of Eligible recipients in the following categories is voluntary:

- Medicare / Medicaid Dual Eligibles (Non-QMB);
 - Medicaid Pregnant Women (MPW);
 - Title IV-E Adoption Subsidy (IAS); and
 - Foster Care-Non Title IV-E (HSF)
 - Indians who are Members of Federally Recognized Tribes
 - Children under the age of 19 years, who are eligible for Supplemental Security Income under Title XVI
 - Children under the age of 19 years who are receiving services through a family-centered, community based, coordinated care system that receives grant funds under section 501(a)(1)(D) of Title V, and is defined by the state in terms of either program participation or special health care needs.
 - Community Alternative Program (CAP) Enrollees
- 3.7 Enhanced Care Management Fee – The fee paid by AccessCare to the Contractor, which shall be payment in full for the Services provided by the Contractor. The Contractor shall submit to AccessCare annual budget reports and shall be held accountable for appropriate administration of the fee.
- 3.8 Enrollee – A recipient who chooses or is assigned to a participating provider in the AccessCare Network.
- 3.9 External Providers – Providers who are not Participating Providers within the AccessCare Network, but work within the local community or service region and have a patient-provider relationship with the enrollee or target population.
- 3.10 Health Check - A federal program to provide early and regular medical and dental screenings to all Medicaid eligible children. Health Check or Early and Periodic Screening, Diagnosis and Treatment (EPSDT) identify medically necessary treatments to correct or improve any condition that is identified through a screening examination.
- 3.11 Health Choice – North Carolina Health Choice is a free or reduced price comprehensive health care program for children.
- 3.12 Medicaid Identification (MID) Card – The Medical Assistance Eligibility Certification card issued by the Division to Recipients. This card will specify the enrollee’s choice of a primary care provider in Carolina ACCESS, Medicaid’s managed care program that links enrollees with a personal doctor referred to as a Primary Care Provider or PCP.
- 3.13 Medical Assistance – Name given to the Medicaid program in North Carolina, administered by the Division of Medical Assistance, to provide payment for covered services to eligible recipients in the State of North Carolina, established pursuant to Title XIX of the Social Security Act, 42 USC Subsection 1396, et. seq.
- 3.14 Medical Home - Name used to describe the location where enrollees can receive continuous, comprehensive and coordinated health and illness care supervised by a PCP.
- 3.15 North Carolina Community Care Networks Inc. (NCCCN Inc) – a non-profit corporation comprised of representatives of CCNC Networks, such as AccessCare, which provides the CCNC

Program standardized data collections, management and reporting services and serves as a collaborative forum for the development of quality, access, and efficiency enhancement initiatives.

- 3.16 Participating Provider –Person or organization entering into a written agreement with the AccessCare Network to deliver covered services to enrollees or a participating member of the AccessCare Network, including community partners such as: health departments, local hospitals, Departments of Social Service (DSS), and Local Management Entities (LME).
- 3.17 Preventive Services – Services rendered to prevent or delay the onset of disease. Examples of preventive services include: (1) for adults: adult health screening, pap smears, vaccines for the prevention of pneumonia, diphtheria-tetanus, and influenza, mammograms, and (2) for children under 21 years: **Health Check** (EPSDT) screening and age-appropriate immunizations, urinalysis, lead screening, and hematocrit. The CCNC Program aims to implement targeted disease management activities, including preventive health maintenance.
- 3.18 Primary Care Provider (PCP) – The participating physician, family nurse practitioner, physician assistant, nurse midwife, or group practice/center selected by or assigned to the enrollee to provide and coordinate all of the enrollee’s covered services and to initiate and monitor referrals for specialized services when required.
- 3.19 Quality Improvement (QI)– The process of continuously finding ways to improve and provide better patient care and services, including assuring that health care services are appropriate, timely, accessible, medically necessary and high quality
- 3.20 Risk Assessment – The process of evaluating the clinical and social risk factors which contribute to an enrollee’s need for health care and care management resources.
- 3.21 Service Area – The defined geographic area within which Contractor, the AccessCare Network and the CCNC have agreed that the Contractor and the AccessCare Network shall coordinate the provision of Covered Services needed by the Target Population through participating providers or referral arrangements.
- 3.22 Subcontractor – Any person or entity which has entered into a subcontract with the AccessCare Network.
- 3.23 Target Population – Group of individuals enrolled, assigned, or otherwise contracted to be managed by the AccessCare Network.

Section 4 – Performance Requirements of the Contractor

The Contractor shall:

- 4.1 Operate as a non-profit entity, or as a component of a non-profit entity.

4.2 Support the AccessCare and CCNC providers and Target Population in the Contractor's management area.

4.3 Designate, in writing, individuals who will serve the following functions within the Network*:

- Health Check Coordination services

* Positions may be covered by network staff, contractors, or shared across networks depending upon resources and target populations.

4.4 Develop a policy and maintain a process to document and address complaints forwarded from AccessCare to the Contractor.

4.5 Create a Network infrastructure to manage and support the Target Populations by:

- Ensuring Contractor staff includes one or more: HCC Coordinator (s),.
- Establish an ongoing process with community providers and agencies to coordinate the planning and provision of HCC services for the target population.

4.6 Distribute and review reports to participating providers to assure provider comprehension and encourage collaboration in goal achievement.

4.7 The HCC will educate new providers about CCNC and AccessCare priority initiatives (Health Check) through orientation, training, and technical assistance.

4.8 Collaborate with CCNC, its designee, NCCCN, Inc., DMA, AccessCare and other Networks in developing and refining:

- Program measures
- Utilization and management reports
- Innovative health care and utilization management strategies
- Quality improvement goals and measures
- Opportunity for shared program operations and support
- Initiatives aimed at containing cost and improving quality

4.9 Prepare and submit an annual budget to AccessCare for approval at least thirty (30) days prior to the start of each State fiscal year that specifies how funds will be spent to develop and maintain Health Check activities.

- Provide, at minimum, the Health Check expenses , including a breakdown of direct or contracted salary by the following categories:
Obtain written approval from AccessCare prior to revising any cost line- item more than 10%.
- Maintain accurate records of expenditures in accordance with federal financial reporting and governmental accounting standards as defined by Generally Accepted Accounting Principals (GAAP).

4.10 Perform other services upon the mutual agreement of the parties to this contract. Additional services may include new Health Check Coordination initiatives, pilot projects, , , cost containment strategies, and other activities identified by, AccessCare, CCNC, NCCCN Inc., and DMA to promote and advance the goals of the CCNC Program. The scope of these additional

services and compensation for these services shall be documented by written amendments to this Contract.

- 4.11 Use or disclose data provided by AccessCare, CCNC, the Department, or their designee for the sole purpose of accomplishing the purpose and goals identified in this contract. The Contractor will only receive identified information related to its members or individuals that it is officially mandated to serve. The Contractor shall hire dedicated staff to manage and execute Health Information Exchange Agreements as may be required by law with network providers, external providers, and partnering agencies to share Protected Health Information for the purposes of treatment and managing the care of individuals with whom the providers have a provider-patient treatment relationship. The Contractor and providers shall not receive or utilize data for the purposes outside the scope of work for this contract, except as directed or approved by the DMA. NCCCN, Inc. shall be performing for AccessCare and the CCNC Program certain data collection, measurement, and reporting functions. Disclosure by the Contractor and Participating Providers to NCCCN, Inc. pursuant to this agreement is hereby authorized and directed.
- 4.12 Establish relationships with its providers that permit the transmission of the Protected Health Information in accordance with the Federal HIPAA Privacy and Security rule <http://www.hhs.gov/ocr/privacy/index.html>.
- 4.13 Manage all data in accordance with the privacy and security requirements of the HIPAA Privacy and Security Rule. (Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations, 45 CFR Parts 160, 162, and 164.) .
- 4.14 Protect health information against theft and misuse. All Medicaid applicant and recipient names, Medicaid identification numbers, and medical claim information is confidential "protected health information" that may be used and disclosed only in accordance with DMA, DHHS, State, and federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations, 45 CFR Parts 160, 162, and 164. Furthermore, all social security numbers, employer taxpayer identification numbers, drivers license numbers, and any other numbers or information that can be used to access a person's financial resources are "personal identifying information" that may be used and disclosed only in accordance with N.C. Gen. Stat. §§ 75-60 through -65 (the NC Identity Theft Protection Act) and N.C. Gen. Stat. § 132-1.10. The Contractor, its employees, agents, and contractors must protect all such information against theft and misuse.
- 4.15 Promptly notify AccessCare and DMA in writing of any unauthorized disclosure or misuse of any protected health information or personal identifying information. The requirement to notify DMA in writing is satisfied by notifying the DMA Director and the DMA IT Security Official and the DMA Privacy Official in writing of any unauthorized disclosure or misuse of any protected health information or personal identifying information at Division of Medical Assistance, 2501 Mail Service Center, Raleigh, NC 27699-2501 Attn: DMA Director or DMA Privacy Officer or DMA Security Officer.
- 4.16 Notify all affected persons, the Attorney General's Office, and all consumer reporting agencies as required by N.C. Gen. Stat. § 75-65 if the Contractor discovers a security breach, as that term is defined in N.C. Gen. Stat. § 75-61.

4.17 Assist AccessCare to implement and operate the State Health Check / EPSDT Program in accordance with State Health Check Program Policies and Procedures, including:

- **Ensure that all Health Check Coordinators (HCC) attend the Health Check Introductory training and Automated Information and Notification System (AINS) provided by DMA and the MMIS fiscal agent within the timeframe agreed upon with DMA. All HCCs are required to have access to a laptop in order to download AINS data shell(s) and to complete AINS training. Ensure that all HCC's attend AccessCare required meetings.**
- **Ensure each Health Check Coordination team member is proficient in 1) creating AINS data queries to target specified population groups, and 2) use of the Case Management Information System (CMIS).**
- **Ensure that the HCC's first priority is delinquent / missed health check screening assessment outreach, with new member welcome outreach or emergency department frequent flyer outreach being a secondary priority.**
- **Ensure services for the entire Network population and / or service region counties by providing Health Check coordination services to families of all Medicaid eligible children from birth through age 20.**
- **Submit an annual State Fiscal Year (SFY) Health Check Outreach Project Annual Plan and Budget narrative to AccessCare for review and approval, within the timeframe determined by AccessCare. July 1st through June 30th shall be used as the SFY.**
- **Submit the County Options Change Request form (COCR) to AccessCare and DMA Health Check Team within five (5) calendar days when the following occur:**
 - **A HCC is hired, terminated, or placed on extended leave;**
 - **A change occurs in the name, address, phone, or fax number of HCC staff member, supervisor, network director, or location**
- **Ensure all HCCs operate in accordance with the following points:**
 - **Outreach – each month, HCCs may balance Health Check Coordination activities to include:**
 - A) Networking/collaborating with AccessCare and CCNC/CA primary care practices to increase the Health Check Participation Rate**
 - B) Emergency Room Department follow-up telephone calls;**
 - C) Delinquent / Missed Health check Examinations telephone calls;**
 - D) EPSDT / Due Process Protocols;**
 - E) New Member Welcome telephone calls; and**
 - F) Medical Home / Carolina Access / CCNC outreach telephone calls**
 - **Charting – Policy Clarification, effective immediately, HCCs must chart all of his / her outreach activities for tracking and accountability purposes. All telephone calls, letters, and other contacts must be charted / documented in AINS or CMIS. All outreach activities must be noted on the Monthly Accounting of Activities Report (MAAR).**
 - **Standard for telephone calls & letters – Full-time HCCs are expected to handle a minimum of 300 telephone calls and letters combined each month. Part-time HCCs are expected to handle a minimum of 150 telephone calls and letters combined each month. Telephone calls can be categorized as: Attempted and Completed. Attempted telephone calls may be supplemented by mailing a letter to the target child's parents / guardians.**

All reporting documents to AccessCare and the DMA Health Check Team are to be signed by the HCC and the HCC Supervisor and the original submitted to AccessCare HCC Supervisor by the 5th of each month for the past month's work activities

Section 5 – Reimbursement and Responsibilities of the Division

AccessCare will:

- 5.1 Pay Contractor each month for related Health Check Coordination expenses to include salary and fringes of agreed upon HCC dedicated staff, postage, approved Contractor incurred travel expenses (mileage or gas, lodging, sustenance, etc.). If the HCC expends related out-of-pocket costs, AccessCare shall reimburse the HCC directly.
- 5.2 Provide Health Check technical assistance and support to the Contractor.
- 5.3 Provide AINS datato allow Contractor to perform Health Check activities.
- 5.4 **Develop an opt out consent process in the Medicaid application, if required by law.**
- 5.5 **Provide Health Check Introductory training and site visits for Health Check Coordinators (HCCs) and Supervisors. All trainings and site visits will occur during normal business hours of 8:00 a.m. and 5:00 p.m. If after hours trainings / site visits are required, they will occur in Morrisville or Raleigh or other sites at AccessCare or DMA office site or other locations.**
- 5.6 **Provide ongoing Health Check Program guidance and consultation to the Contractor and HCCs.**

Implement and maintain the Automated Information and Notification System (AINS) and the data shell subsequent to required training of CCNC and AccessCare HCCs and HCC Supervisors.
- 5.7 **Provide AINS training for HCCs conducted by DMA's fiscal agent, during normal business hours of 8:00 a.m. and 5:00 p.m.**

Section 6 – Evaluation

Quarterly and annually beginning in SFY 2011:

1. Increase in Health Check Visit rates.

Target:

- Increase from Contractor's baseline to assist AccessCare in meeting HCC targets as required by the State.