

AMENDMENT

TO THE PROVIDER CONTRACT BETWEEN COMMUNITY CARE, INC. AND RACINE COUNTY

This Amendment (the "Amendment") to the service Contract is made effective as of the 1ST day of January, 2018 by and between Community Care, Inc. ("CC") and Racine County ("Provider").

WHEREAS, CC and Provider have entered into a written Contract, effective 8/1/14, which makes available services of the Provider to Participants of CC, as defined in the Contract;

WHEREAS, the parties desire to amend the Contract in certain respects as provided for in Section 6.7 entitled "**Revisions and Modifications**" of the Contract;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, CC and Provider hereby agree as follows:

(1). **Section 5 – Claims and Compensation** is hereby amended by replacing the existing Section 5 with the following:

Section 5 – Claims and Compensation

5.1 Submission of Claims

Provider shall submit all claims to Community Care within three hundred sixty-five (365) calendar days of the date of service to Members in accordance with the terms of this Contract. When the claim consists of multiple dates of service, the 90 calendar day submission timeframe begins with the last date of service. If Provider does not submit such claim within this three hundred sixty-five (365) calendar day period, then Provider shall hold Community Care, CMS, DHS and individual Members harmless from payment for such claim.

Community Care, Inc. / Claims Processing Department
P.O. Box 923
Brookfield, WI 53008-0923

Claims shall be submitted electronically through a clearinghouse. Provider shall submit all claims on a form or in a format that complies with nationally accepted billing practices.

5.11 Coordination of Benefits

For Community Care Family Care members, Medicare, Medicare Advantage, and/or private insurance must be billed prior to billing Family Care. A copy of the Medicare, Medicare Advantage and/or private insurance Explanation of Benefits (EOB) must be submitted with facility invoice. In that event, Provider shall submit those claims to Community Care within 365 calendar days from the date of service. If Provider does not submit such claim within 365 days from the date of service, then Provider shall hold Community Care, CMS, DHS and individual Members harmless from payment for such claims.

5.2 Payment of Claims

- (a) Pursuant to article 4.7 of this Contract, Community Care shall process all Clean Claims within thirty (30) calendar days of receipt. It does not include a claim from a provider who is known to be under investigation for fraud or abuse, a claim under review for medical necessity or a claim for which there is no authorization or the claim does not match the services authorized via the authorization. The clean claim shall provide the following:
- (i) Member's name, address, date of birth and social security number and/or Medicare number and/or Medicaid number,

- (ii) Provider's name and National Provider Identifier (NPI), address, phone number and tax identification number, Dates and location of service,
 - (iii) Description of procedure(s),
 - (iv) Diagnosis code (ICD-10-CM), secondary diagnosis code (ICD-10-CM), procedure code (CPT-4), RUG, Revenue Code, units, modifiers, and amount billed for each procedure, where applicable. .
- (b) Pursuant to the Prompt Payment Act (PL 97-177), any Clean Claim not paid within such 30-day period of receipt shall accrue interest at a rate no less than the interest rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3902(a) from the date of the Clean Claim until paid in full.
 - (c) Provider agrees to accept Community Care's payment as payment in full for authorized covered services, and not to bill Members of the Community Care Programs, DHS, CMS, or private insurers. Provider may bill a member for services which are not covered services if the member has been advised, in writing, prior to the receipt of such services that: (i) such services are not, or may not be, covered services, and/or were not authorized by Community Care, and (ii) Member may be personally liable for payment of such services. The Provider also agrees not to bill members for any missed appointments.
 - (d) Provider agrees to hold harmless CMS, DHS and individual members in the event Community Care does not pay for the services performed by the Provider pursuant to this Contract. This provision shall continue to be in effect even if Community Care becomes insolvent.
 - (e) All claims made by Provider shall be considered final unless an adjustment is requested by Provider and approved by Community Care or a corrected claim is submitted within 365 days from the date of service.
 - (f) Provider must do all of the following when it has received any overpayment from Community Care:
 - a. Report the overpayment to the MCO when identified;
 - b. Return the overpayment to the MCO within sixty (60) calendar days of the date on which the overpayment was identified; and
 - c. Notify the MCO in writing of the reason for the overpayment. (See Article XIV, Reports and Data, for encounter reporting of recoveries of provider overpayments when received)

5.3 Provider Claim Appeals

- (a) In the event that Community Care makes only partial payment or denies payment of a Clean Claim, Provider may appeal the decision by sending a letter marked "Appeal Request" to the Claims Department at Community Care at the address specified in section 5.1 of this Contract. Such letter shall contain the following information:
 - provider's name;
 - date of service;
 - date of billing;
 - date of partial payment or payment denial; and
 - the reason(s) the claim merits reconsideration.

The appeal must be submitted to Community Care within sixty (60) calendar days of the date of partial payment or denial. Community Care will reject appeals submitted after the sixty calendar (60) day limit.

- (b) If the provider files a timely appeal as specified in 5.3 (a) of this contract, and Community Care fails to act on the appeal request, within forty-five (45) calendar days from the date the Provider's appeal was received at Community Care, or if the provider files a timely appeal as specified in 5.3 (a) of this contract, and if the Provider does not agree with Community Care's appeal decision, the Provider may appeal to the DHS for final determination at the following address:

Provider Appeals Investigator
 Division of Medicaid Services
 1 West Wilson Street, Room 518
 P.O. Box 309
 Madison, WI 53707-0309

The provider must appeal to the DHS within sixty (60) calendar days of Community Care's payment/denial determination decision or if Community Care failed to act on the appeal request, within forty-five (45) calendar days time period specified in this section of the Contract, the Provider must file an appeal with DHS within sixty (60) calendar days of the expiration of the forty-five (45) calendar day appeal response period. If DHS finds in favor of the Provider, Community Care will pay the Provider within thirty (30) days of receipt of the DHS final decision.

- (c) In the event of any dispute arising from any claim submitted by the Provider, each party shall have access to all necessary documents and records that would, in the judgment of the party, tend to sustain its claim (subject to applicable laws and regulations).
- (d) Provider can access information on how to submit an appeal through Community Care's website. <http://www.communitycareinc.org/ForProviders/PAR.htm>.

5.4 Compensation

Community Care shall pay Provider for covered, authorized services provided to Members by Provider in accordance with the schedule set forth in the attached Appendix B.

5.5 Suspension of Payments

Per the *Accountable Care Act*, 42 CFR 455.2 and 455.23, Community Care withholds the right to suspend payments to Provider pending investigation of a credit allegation of fraud.

5.6 Overpayments

Provider must do all of the following when it has received any overpayment from Community Care:

- a. Report the overpayment to the MCO when identified;
- b. Return the overpayment to the MCO within sixty (60) calendar days of the date on which the overpayment was identified; and
- c. Notify the MCO in writing of the reason for the overpayment.

(2). **Schedule 1** is hereby amended by replacing the existing Schedule 1 with the following:

Racine County Human Services Department 1717 Taylor Avenue Racine, WI 53403 Medicaid # 32977871 NPI# 1326294687 CSP program	Racine County Human Services Department 1717 Taylor Avenue Racine, WI 53403 Medicaid # 1144412305 Medicare # WI 3008 NPI# 1144412305 Mental Health Behavioral Health AODA
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(3). Appendix B (Compensation Schedule) is hereby amended by replacing the existing Compensation Schedule with the following:

APPENDIX B - COMPENSATION SCHEDULE

III. Other Services

Facility Name & Address	Description of Services	Rate
Racine County Human Services Department 1717 Taylor Avenue Racine, WI 53403	Community Support Program (CSP)	Community Care will reimburse Provider following the Medicaid Fee Schedules, Medicaid regulations and Medicaid payment methodology.
Racine County Human Services Department 1717 Taylor Avenue Racine, WI 53403	Behavioral Health Mental Health AODA	

Facility Name & Address	Description of Services	Procedure Code	Modifier	Unit	Unit Rate
Racine County Human Services Department 1717 Taylor Avenue Racine, WI 53403	Home Delivered Meals (HDM) Hot	S5170		Each	\$7.78
Racine County Human Services Department 1717 Taylor Avenue Racine, WI 53403	Home Delivered Meals (HDM) Cold	S5170	C1	Each	\$7.78

L.S.M.
2/1/18

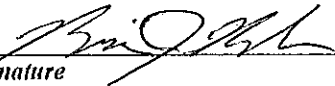
All services or equipment or supply purchases require prior authorization. If services, equipment or supplies exceed the limits set by this Contract, Community Care is responsible to only pay the amount of services that were authorized prior to delivering or purchasing the services, supplies, or equipment. Consequently, if the services, supplies or equipment provided or purchased are less than the prior authorized limits, Community Care will only pay the amount of services that are actually delivered, or the cost of the equipment or supplies purchased, not the prior authorized amounts. If there is a discrepancy between the contract rate and the rate listed on the authorization Community Care will pay at the rate listed on the Contract.

(4). Appendix C (List of Services) is hereby amended by replacing the existing List of Services to add Home Delivered Meals with the following:

APPENDIX C – LIST OF SERVICES

- Community Support Program (CSP)
- Home Delivered Meals (HDM)
- Behavioral Health Services
- Mental Health Services
- AODA Treatment Services

IN WITNESS WHEREOF, CC and Provider have caused this Amendment to be duly executed on their behalf pursuant to due authorization, with an effective date as of the day and year first written above.



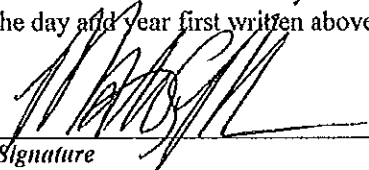
 Signature
 Anita Seils *Brian J. Nelson*

 Print Name
 Fiscal Manager

 Title
 1-31-18

 Date
 Racine County *Brian Nelson*
 c/o: ~~Anita Seils~~, Fiscal Manager
 Racine County Human Services
 1717 Taylor Ave
 Racine WI 53403
 P: (262) 638-6695
 F: (262) 638-7045
~~Anita.Seils@goRacine.org~~
brian.nelson@racinecounty.com
 Michelle Goggins
 Michelle.Goggins@goRacine.org

Tax ID # or SSN: 39-6005734
 Medicaid Number: See Schedule 1
 Medicare Number: See Schedule 1
 NPI Number: See Schedule 1




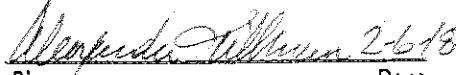
 Signature
 Matthew S. Moen

 Print Name
 Director of Provider Management

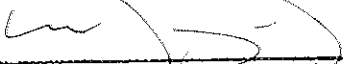
 Title
 1/10/2018

 Date
 Community Care, Inc.
 1801 Dolphin Drive
 Waukesha, WI 53186
 Tel Number: (866) 937-2783
 Fax Number: (262) 446-6707
 Email: ContractInquiries@communitycareinc.org
 Website: www.communitycareinc.org



 JONATHAN DELAGRAVE
 RACINE COUNTY EXECUTIVE

REVIEWED BY FINANCE DIRECTOR


 Sign Date 2-6-18

Date 2/9/18
 Certified to be correct as to form
 By 

 Racine County Corporation Counsel


 Wendy M. Christensen
 Racine County Clerk 2/13/18