



**HEALTH SERVICES COMMITTEE**  
**Wednesday, November 9, 2016 at 8:00 a.m.**  
**Rock Haven Conference Room**

**AGENDA**

1. Call to Order
2. Adoption of Agenda
3. Approval of Minutes – October 12, 2016
4. Introductions, Citizen Participation, Communications and Announcements
5. Information Item: Review of Payments
6. **Action Item:** Budget Transfers
7. Finance – Joanne Foss
8. Old Business
  - a. Information: Code Alert System
9. New Business
  - a. Information Item: Resident Council Minutes - September
  - b. Information Item: CMS Requirements of Participation in QAPI
  - c. Information Item: Compliance and Ethics Manual (copy to be provided)
  - d. **Action Item:** WEAttrust Insurance Corporation
  - e. **Action Item:** Resolution Recognizing Wendy King for Years of Service to Rock Haven
  - f. **Action Item:** Review of 2017 Recommended Budget
10. Information Item: Reports
  - a. Census
  - b. Activities
    - 1) Staff Education for November 2016
      - a. Hipa and Confidentiality
      - b. Resident Rights and Ethics

c. Diabetic Training

2) Resident Council Meeting – November 15, 2016 at 10:15 am.

11. Next Meeting Date - The next regular meeting of the Health Services Committee is scheduled for Wednesday, December 14, 2016 at 8 A.M. in the Rock Haven Conference Room of the Village Commons.

12. Adjournment

SP/ML

\*Note to Committee Members: To ensure a quorum is present, please call the Administrative Secretary at 757-5076 if you are unable to attend the meeting.

**COMMITTEE REVIEW REPORT**  
FOR THE MONTH OF OCTOBER 2016

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
32-7260-7400-62171	AMBULANCE				
		P1600424	09/27/2016	LAVIGNE BUS COMPANY INC	79.95
32-7260-7400-62176	LABORATORY				
		P1600112	09/30/2016	MERCY HEALTH SYSTEM	905.99
32-7260-7400-62179	PHARMACY				
		P1600126	09/30/2016	OMNICARE PHARMACIES OF	9,333.81
32-7260-7400-62180	PHYSICAL THERAPY				
		P1600113	09/30/2016	MJ CARE INC	11,669.95
32-7260-7400-62185	OCCUP.THERAPY				
		P1600113	09/30/2016	MJ CARE INC	11,673.37
32-7260-7400-62186	SPEECH THERAPY				
		P1600113	09/30/2016	MJ CARE INC	4,801.81
32-7260-7400-62189	OTHER MED SERV				
		P1600413	10/01/2016	BELOIT MEMORIAL HOSPITAL	731.45
		P1600429	09/30/2016	MOBILEXUSA	419.08
				<b>RH CONTRACT SERVICES T-18 PROG TOTAL</b>	<b>39,615.41</b>
32-7500-7350-64300	REC THERAPY				
		P1600114	10/01/2016	CHARTER COMMUNICATIONS	1,745.29
				<b>RH-PROGRAM SERVICE ADMIN. PROG TOTAL</b>	<b>1,745.29</b>
32-8000-8100-63100	OFC SUPP & EXP				
		P1600107	09/30/2016	JP MORGAN CHASE BANK NA	55.54
32-8000-8100-63104	PRNT & DUPLICATI				
		P1600107	09/30/2016	JP MORGAN CHASE BANK NA	334.15
32-8000-8100-63109	OTHER SUPP/EXP				
		P1600439	10/10/2016	ROCK COUNTY HEALTH CARE	41.35
		P1602432	09/14/2016	GORDON FOOD SERVICE	1,018.07
32-8000-8100-64000	MEDICAL SUPPLIES				
		P1600404	09/28/2016	MEDLINE INDUSTRIES INC	1,414.11
		P1600436	09/27/2016	PATTERSON MEDICAL	767.34
		P1600442	10/05/2016	SHOPKO INC #130	99.96
		P1600443	10/12/2016	SUPPLY WORKS	483.30
		P1600477	10/13/2016	PROFESSIONAL MEDICAL INC	763.19
		P1600668	09/28/2016	MCKESSON MEDICAL SURGICAL MN S	3,373.28
		P1602119	09/15/2016	PROFESSIONAL MEDICAL INC	511.57
		P1602542	09/30/2016	FITZSIMMONS HOSPITAL SERVICES	165.00
		P1602545	10/07/2016	PROFESSIONAL MEDICAL INC	236.51
32-8000-8100-64003	OXYGEN SUPPLIES				
		P1602118	07/31/2016	SPECIALIZED MEDICAL SERVICES	5,040.60
32-8000-8100-64408	DISPOSABLES				
		P1600668	09/28/2016	MCKESSON MEDICAL SURGICAL MN S	6,114.17
				<b>SUPPORT SERVICE MATERIALS PROG TOTAL</b>	<b>20,418.14</b>
32-8000-8200-62104	CONSULTING SERV				
		P1600126	09/30/2016	OMNICARE PHARMACIES OF	1,182.75
32-8000-8200-63109	OTHER SUPP/EXP				

**COMMITTEE REVIEW REPORT**  
FOR THE MONTH OF OCTOBER 2016

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
		P1600126	09/30/2016	OMNICARE PHARMACIES OF	4,713.71
		P1600668	09/28/2016	MCKESSON MEDICAL SURGICAL MN S	433.27
		<b>SUPPORT SERVICE PHARMACY PROG TOTAL</b>			<b>6,329.73</b>
32-8000-9100-63109	OTHER SUPP/EXP				
		P1600411	09/28/2016	SYSCO FOODS OF BARABOO LLC	451.47
		P1602860	10/03/2016	BANDT COMMUNICATIONS INC	1,200.00
32-8000-9100-63111	PAPER PRODUCTS				
		P1600411	10/05/2016	SYSCO FOODS OF BARABOO LLC	111.87
32-8000-9100-64102	DAIRY				
		P1600407	09/29/2016	COUNTRY QUALITY DAIRY	2,342.97
		P1600411	09/28/2016	SYSCO FOODS OF BARABOO LLC	336.61
32-8000-9100-64105	GROCERIES				
		P1600408	09/28/2016	TROPIC JUICES INC	1,144.50
		P1600409	09/28/2016	GORDON FOOD SERVICE	4,976.96
		P1600410	10/01/2016	PAN-O-GOLD BAKING CO	575.55
		P1600411	09/28/2016	SYSCO FOODS OF BARABOO LLC	2,977.70
32-8000-9100-64107	MEAT				
		P1600409	09/28/2016	GORDON FOOD SERVICE	1,350.72
		P1600411	09/28/2016	SYSCO FOODS OF BARABOO LLC	1,432.12
32-8000-9100-64109	SUPPLEMENT				
		P1600411	09/28/2016	SYSCO FOODS OF BARABOO LLC	763.44
		P1602119	09/15/2016	PROFESSIONAL MEDICAL INC	1,639.97
		<b>SUPPORT SERVICE FOOD SERVICE PROG TOTAL</b>			<b>19,303.88</b>
32-8000-9200-62420	MACH & EQUIP RM				
		P1600312	10/11/2016	BATTERIES PLUS LLC	854.76
		P1600443	09/21/2016	SUPPLY WORKS	20.50
		P1600446	10/12/2016	ASC1 INC	157.00
		P1600452	09/30/2016	EZ WAY INC	344.40
		P1600459	09/28/2016	HOBART SALES AND SERVICE	95.80
		P1602874	10/03/2016	CREST HEALTH CARE INC.	234.36
32-8000-9200-62460	BLDG SERV R&M				
		P1600473	09/30/2016	TAS COMMUNICATIONS INC	39.50
32-8000-9200-62461	ELEVATOR				
		P1602867	09/20/2016	SCHINDLER ELEVATOR	662.65
		P1602987	10/12/2016	NATIONAL ELEVATOR INSPECTION S	178.00
32-8000-9200-62463	FIRE ALARM				
		P1602940	10/10/2016	PROTECTION TECHNOLOGIES	105.00
32-8000-9200-62470	BLDG R & M				
		P1600464	10/03/2016	LA FORCE HARDWARE AND	399.00
		P1600468	10/07/2016	MENARDS	49.43
32-8000-9200-63109	OTHER SUPP/EXP				
		P1600312	10/09/2016	BATTERIES PLUS LLC	0.00
		P1600457	10/10/2016	HOH WATER TECHNOLOGY INC	505.00
		P1600468	10/11/2016	MENARDS	92.47

**COMMITTEE REVIEW REPORT**  
FOR THE MONTH OF OCTOBER 2016

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
<b>SUPPORT SERVICE MAINTENANCE PROG TOTAL</b>					<b>3,737.87</b>
32-8000-9300-62163	LAUNDRY				
		P1600105	09/30/2016	ARAMARK UNIFORM SERVICES INC	4,396.80
32-8000-9300-62164	DISPOSAL SERV				
		P1600104	09/30/2016	ADVANCED DISPOSAL SERVICES	1,309.23
		P1600109	09/30/2016	LB MEDWASTE SERVICES	104.48
		P1600433	09/29/2016	OFFICE PRO INC	14.59
32-8000-9300-63111	PAPER PRODUCTS				
		P1600668	10/07/2016	MCKESSON MEDICAL SURGICAL MN S	1,014.72
		P1602545	10/07/2016	PROFESSIONAL MEDICAL INC	931.25
32-8000-9300-63404	JANITOR/CLEANING				
		P1600115	10/12/2016	NORTH AMERICAN CORPORATION	582.96
		P1600406	09/29/2016	SUPPLY WORKS	677.26
32-8000-9300-64409	FURNISHINGS				
		P1602860	10/03/2016	BANDT COMMUNICATIONS INC	480.00
<b>SUPPORT SERVICE ENVIRONMENTAL PROG TOTAL</b>					<b>9,511.29</b>
32-8000-9500-64200	TRAINING EXP				
		P1600106	09/30/2016	JP MORGAN CHASE BANK NA	630.00
		P1600110	10/03/2016	LEADINGAGE WISCONSIN	120.00
		P1600120	10/04/2016	ROCK COUNTY HEALTH CARE	119.00
		P1602893	10/01/2016	AGING AND DISABILITY RESOURCE	50.00
		P1602894	10/04/2016	PESI	399.98
32-8000-9500-64415	PROVIDER TAX				
		P1600122	10/12/2016	WISCONSIN DEPARTMENT OF	21,760.00
32-8000-9500-64424	EMPLOYEE RECOGN.				
		P1602743	09/23/2016	BASICS NATURAL FOOD MARKET	340.93
<b>SUPPORT SERVICE ADMINISTRATION PROG TOTAL</b>					<b>23,419.91</b>
32-8000-9700-62174	INTERNIST				
		P1600124	09/30/2016	WEST MD,WILLIAM PETER	13,730.00
<b>SUPPORT SERVICE MEDICAL STAFF PROG TOTAL</b>					<b>13,730.00</b>
32-9000-9920-62201	ELECTRIC				
			10/11/2016	ALLIANT ENERGY/WP&L	13,184.50
32-9000-9920-62203	NATURAL GAS				
			10/11/2016	ALLIANT ENERGY/WP&L	398.84
<b>GENERAL SERVICES UTILITIES PROG TOTAL</b>					<b>13,583.34</b>
32-9000-9930-62210	TELEPHONE				
		P1600103	09/16/2016	ABILITY NETWORK INC	372.00
		P1602857	09/16/2016	ABILITY NETWORK INC	19.00
<b>GENERAL SERVICE TELEPHONE PROG TOTAL</b>					<b>391.00</b>
32-9000-9940-61920	PHYSICALS				
		P1600432	09/30/2016	OCCUPATIONAL HEALTH CENTER	168.00

**COMMITTEE REVIEW REPORT**  
FOR THE MONTH OF OCTOBER 2016

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
GENERAL SERVICE EMP BENEFITS PROG TOTAL					168.00

I have reviewed the preceding payments in the total \$151,953.86

Date: Dept \_\_\_\_\_

Committee \_\_\_\_\_

**Rock Haven  
RESIDENT COUNCIL MEETING  
September 20, 2016**

**Members Present:**

Sheila Tabbert	Joanne O'Brien	Phyllis Williams
Beulah Rudolph	Ralph Black	Marian Longman
Gladys Johnson	Sharon Barnes	Terry Eibergen
Richard Woodliff	Barb Boughton	Rose Leuzinger
Clementine Turnmire	Lillian Frayer	Lloyd Helgestad
Larry Stevens	Joan Olson	Steven Page
Marjorie Woodman	Lynn Gibson	Nancy Melnik

**Others:** Gail Sullivan, SW    Theresa Talbert, SW    Vera Polglaze, ADC

**Meeting called to order** – Pat Linneman, Resident Council President

**Pledge of Allegiance Recited** – All Members

**Reading of Last Meeting Minutes** – Vera Polglaze at the request of Resident Council President in Tom Hahn's absence. There were no additions or corrections and the minutes stand.

**Treasurer's Report** – by Joanne O'Brien

Deposits– \$9.30

Expenses – \$ 75.00 on 8/31 for entertainment  
\$275.00 on 9/13 for entertainment

Balance -- \$3690.75

**Old Business:**

1. There were no further concerns about the social room.
2. After clarification, there were no further concerns regarding the size of the meals (heavy noon meal vs heavy evening meal).
3. One Resident stated her bug problem (a spider) was handled and residents (2) stated they thought they had crickets in their rooms.

**New Business:**

- Theresa discussed the absentee ballot procedure will occur 10/19 @ 10/A.
- Vera read the thank you from the outgoing Activity Director, Sue Lewiston
- There was discussion on the floor regarding Resident Council Officers being nominated in October.
- Vera reviewed the new plans and calendar for the Activity Department, asked for input as well as request for Residents to accept a leadership position in their community.

The meeting was adjourned by Pat Linneman

**Next meeting:** Tuesday, October 18 @ 10:15 am –in the Social Room & Officers will meet on Friday, October 14 in the Social Room @ 10:00 am

Minutes taken by Vera Poiglaze CC: Dave Hayes, Dave Froeber, Michael Howell, Sue Prostko, Theresa Talbert, Gail Sullivan, Michelle Lynch & Nursing Supervisors.



## WEA PROVIDER AGREEMENT

This Provider Agreement is entered into between **County of Rock County Clerk** (hereinafter, "**Provider**") and **WEA Insurance Corporation** (hereinafter, "**WEA**"), a Wisconsin corporation. This Agreement shall take effect as set out in the Term and Termination section herein.

WHEREAS, the WEA Insurance Corporation is a not-for-profit wholly owned subsidiary of the WEA Insurance Trust created by the Wisconsin Education Association Council (WEAC);

WHEREAS, WEA provides group or individual health insurance coverage to public school district employees throughout Wisconsin under several different group or individual health policies and may provide or administer group or individual health insurance coverage for employees and retired employees of other employers that provide group or individual health coverage through a fully insured or self-funded plan;

WHEREAS, WHEREAS, Provider is a skilled nursing facility that holds Medicare certification and is licensed by the State of Wisconsin; and

WHEREAS, WEA and Provider desire to enter into a relationship whereby Provider accepts responsibility for delivering health care services to Participants insured under one or more of the group or individual health insurance policies offered or administered by WEA;

THEREFORE, the parties agree to the terms and conditions set forth below.

### Section 1: Definitions of Terms

1.1 *Allowable Amount* means the maximum rate, as set out in the Reimbursement Exhibit attached hereto, which Provider is allowed for furnishing a health care service to a Participant.

1.2 *Business Day* means Monday through Friday, excluding federal holidays. Any reference to "days" means calendar days, unless Business Days are specified.

1.3 *Carved-Out Service* means a Covered Service for which WEA has separately contracted with another provider, such as chiropractic, mental health, and transplant.

1.4 *Clean Claim* means a claim submitted: (1) on paper: (i) a UB-04, or its successor form, for facility services; such as a hospital or skilled nursing facility, or (ii) a CMS-1500, or its successor form, for services rendered by a Practitioner, and which contain the data elements set out in the Clean Claim Data Elements Exhibit attached hereto; or (2) electronically: an electronic format that meets HIPAA transaction and code set requirements as of the HIPAA compliance deadline established for those transactions and code sets.

1.5 *Contemporary Medical Consensus* means that there is general agreement among a significant portion of the medical community that specializes in the relevant field.

1.6 *Covered Services* mean those Medically Necessary and Appropriate health care and related services which Provider's Practitioners are qualified to provide and a Participant is entitled to receive per a Policy.

1.7 *Health Care Services* mean those medical services and interventions and hardware and devices, including equipment, that are being provided by Provider as of the effective date of this Agreement.

1.8 *Implantables* mean those materials used during a medical procedure that remain in the body. This includes implantables that are absorbable or permanent and non-absorbable but excludes absorbable items such as sutures and adhesives materials. Implantables, whether billed with or without a specific CPT, Revenue, or HCPCS code, will be reimbursed in accordance to the terms defined in the Reimbursement Exhibit attached hereto.

1.9 *Medically Necessary and Appropriate* means a health care service performed by a qualified health care practitioner to diagnose or treat an illness or injury where the service(s), as determined by WEA:

- a) is responsive to symptoms experienced by the patient and essential for diagnosing, treating, or curing the patient's illness or injury;
- b) has been determined, according to contemporary medical consensus, to be both a safe and effective response to the patient's particular circumstances;
- c) is delivered in the least restrictive setting which provides for the patient's safety;
- d) involves a method of delivery, duration, frequency, and intensity which is responsive to and commensurate with the patient's diagnosis or symptoms and is not redundant;
- e) is clearly supported by information in the patient's medical record(s);
- f) is not furnished primarily for the convenience of the patient, health care provider, patient's family, or other persons;
- g) is not considered, by appropriate professional associations or federal agencies, to be experimental, investigational, or under clinical trial; and
- h) does not constitute custodial or long-term care.

1.10 *Medical Technologies* mean those medical services and interventions and hardware and devices, including equipment, that are Medically Appropriate and are found to be a safe and an effective response to the medical circumstances. Safety and effectiveness are based on Contemporary Medical Consensus.

1.11 *Participant* means an employee, retiree, dependent, or other person who is eligible to receive benefits under a Policy.

1.12 *Participant Expenses* means the amounts a Participant is required to pay for non-Covered Services and Covered Services rendered in accordance with his or her Policy. Participant Expenses include any copayments (flat and variable dollar amounts), coinsurance (a defined percentage of the Contract Rate), or deductibles (the amount Participants must pay each year before the Policy will pay for Covered Services), when applicable.

1.13 *Participating Provider* means any: (i) hospital, ambulatory surgery center, or other health care facility, (ii) clinic, physician, or other health care practitioner, and (iii) clinical laboratory, hospice, durable medical equipment, disposable medical supply, home infusion/enteral services, or other health care service provider which has contracted with WEA to furnish health care services, other than Carved-Out Services, to Participants under one or more Policies.

1.14 *Policy*, for purposes of this Agreement, means any group or individual health insurance policy or any self-funded group health plan issued or administered by WEA.

1.15 *Practitioner* means any physician, dentist, chiropractor, mental health, or allied health professional who is licensed by the State of Wisconsin and/or the state in which services are provided and is employed by or has contracted with Provider to furnish health care services.

1.16 *Usual Charge* means the usual fee Provider charges patients for performing a particular health care service. Provider specifically agrees that its charges for services rendered to Participants will not exceed those charged for services provided to other patients.

**Section 2: Provider's Obligations**

**2.1 Provision of Services.** Provider agrees to: (i) accept and care for Participants and to provide quality health care services; (ii) provide Medically Necessary and Appropriate services to Participants within Practitioner's normal scope of practice and in compliance with generally accepted medical/surgical practice standards (iii) furnish health care services with reasonable promptness and with hours of operation, waiting times for appointments, and after hours' care which are consistent with the usual practice in Provider's local area; (iv) provide telephone access for sufficient time during business and evening hours to ensure Participants have adequate access to routine health care services, and provide Participant with twenty-four (24) hour telephone access for emergency care; (v) offer Participants the same level of access as Provider offers to any other member of the community; and (vi) not discriminate in the treatment of Participants or in the quantity, cost, or quality of services delivered to Participants because of their race, sex, age, religion, language, health status, disability, or source of payment for services.

**2.2 Hold Harmless.**

**2.2.1** Provider agrees to accept payment of the Allowable Amount as payment in full for the health care services performed. Provider shall not seek payment from Participant for Participant Expenses for health care services performed until the total payment due for health care services provided under this Agreement has been determined. Participant Expenses may be collected only after receipt of the remittance advice from WEA. However, Provider may collect applicable copayments from Participant at the time services are provided.

**2.2.2** Provider may bill a Participant for services which are not Covered Services if the Participant has signed a waiver, prior to the receipt of such services, acknowledging that: (i) such services are not, or may not be, Covered Services, and/or were not authorized for reimbursement by WEA, and (ii) Participant may be personally liable for payment of such services. In such cases, Provider agrees to accept the Allowable Amount as payment in full from the Participant.

**2.3 Utilization Management/Quality Improvement.** Provider agrees to cooperate with all utilization management and quality improvement requirements of WEA, WEA's agent(s), or other employer's self-funded plan, as amended from time to time, such as preauthorization, hospital admission notification, preadmission review, concurrent review, discharge planning and case management. Provider agrees not to pursue reimbursement from WEA, Participant, any employer or employer of a plan issued or administered by WEA, for services provided out of compliance with utilization management and quality improvement programs. Provider further agrees to support initiatives in monitoring and improving quality of care, such as providing HEDIS measures and reporting to WEA on quality improvement initiatives and patient safety measures. WEA shall, upon request, furnish Provider with a written copy of such requirements or amendments thereto thirty (30) days prior to the implementation of such requirements or amendments.

**2.4 Preauthorization.**

**2.4.1** A limited number of Covered Services require preauthorization. Reimbursement for such services shall be reduced or denied if Provider fails to obtain preauthorization, where such preauthorization is required. In such cases, Provider may not bill or otherwise seek reimbursement from WEA, Participant, any employer or employer plan issued or administered by WEA.

**2.4.2** Notwithstanding the foregoing, WEA shall not reduce or deny reimbursement solely for failure to preauthorize a Covered Service if the health care needs of the

Participant necessitated that the preauthorization request be made during hours when appropriate WEA staff or WEA agents could not be reached by telephone. Provider shall still be obligated, however, to notify WEA within twenty-four (24) hours or the next Business Day regarding the provision of such service.

2.5 Cost-Effectiveness Limit. Provider understands and agrees that when more than one viable alternative service or treatment protocol is available for diagnosis or treatment, Provider shall review and discuss all treatment options and the cost implications of each option with Participant. Provider understands and agrees that WEA evaluates the predicted health benefits, risks, and costs of services that are comparable in safety and effectiveness for the Participant's medical circumstances. When WEA deems benefit/risk relationships to be comparable, WEA's reimbursement will be no more than the Provider's Usual Charge for the most cost-effective Covered Service, subject to the reimbursement provisions of the Reimbursement Exhibit attached hereto. The most cost-effective alternative is one that meets both of these conditions:

- 2.5.1 The service is the least costly of alternative services that are comparably equivalent in safety and effectiveness for the Participant's medical condition.
- 2.5.2 The service is received in the least costly setting required for safe delivery of those services. Examples: An inpatient hospital stay is cost-effective only if Participant cannot be safely treated as an outpatient. Use of an ambulatory (outpatient) surgical center is cost-effective only if the surgery cannot be safely performed in a Practitioner's office or clinic setting.

If WEA finds that a more costly service is reasonably expected to produce a more beneficial outcome, WEA may determine it to be the cost-effective alternative because the predicted improved outcome justifies additional expenditure.

If the more costly service is not approved by WEA and after review and consideration the Participant chooses the more costly service, Provider may bill a Participant for services which are not Covered Services, subject to the Hold Harmless provision herein.

2.6 New Health Care Services. During the term of this Agreement, Provider may develop, implement, or provide new Health Care Services that were not being provided as of the effective date of this Agreement. Should Provider elect to offer new Health Care Services to Participants, Provider shall provide WEA with written notice at least sixty (60) days prior to the implementation of said new Health Care Services. WEA shall evaluate whether the New Health Care Services may or may not have a substantial financial impact on WEA. If WEA determines there is a substantial financial impact, WEA and Provider shall negotiate in good faith to reach agreement on reimbursement terms applicable to the new Health Care Services. Such negotiations may result in adding the new Health Care Services to the terms of this Agreement or negotiating a single case agreement for said new Health Care Service. If WEA and Provider cannot reach an agreement on reimbursement terms, new Health Care Services may be excluded from the terms of this Agreement.

In addition, Provider shall review and discuss all treatment options and the cost implications of each option with Participant prior to providing said new Health Care Services. If, after review and consideration, the Participant chooses to proceed with a treatment plan option that includes said new Health Care Services, Provider may bill a Participant for the new Health Care Services which are not Covered Services, subject to the Hold Harmless provision herein.

2.7 New Medical Technologies. During the term of this Agreement, if Provider provides new Medical Technologies, and those services have not been proven in randomized clinical trials and recognized by Contemporary Medical Consensus as being both safe and effective, Provider understands that such new Medical Technologies is not a Covered Service. Should Provider elect to offer new

Medical Technologies to Participants, Provider shall provide WEA with written notice at least sixty (60) days prior to providing said new Medical Technologies to Participants.

In addition, Provider shall review and discuss all treatment options and the cost implications of each option with Participant prior to providing such new Medical Technology. If after review and consideration, the Participant chooses to proceed with a treatment plan option that includes said new Medical Technologies, Provider may bill a Participant for the new Medical Technologies which are not Covered Services, subject to the Hold Harmless provision herein.

**2.8 Off-Label Drug Use.** Provider understands and agrees that when a drug is used to treat a disease or condition not listed on the drugs label, or used in such a way that's not outlined in the label, it is said to be used off-label. This off-label use may also be referred to as extra-label use, non-approved use or unapproved use. (Contemporary Medical Consensus has not been established) Prior to prescribing an off-label drug, for a Participant, Provider shall contact WEA for authorization of coverage for such off-label drug. WEA shall evaluate the predicted health benefits, risks, and costs of the off-label drug for the Participants medical circumstance. If such off-label drug is considered for reimbursement/approval by WEA Trust, it shall not be subject to the reimbursement provisions of the Reimbursement Exhibit attached hereto. WEA and Provider agree to negotiate a single case agreement.

**2.9 Coordination of Care.** Provider agrees to use best efforts to use other WEA Participating Providers when coordinating a Participant's care. Provider agrees to notify all providers that may participate in the delivery of care to a Participant that Provider has a contractual relationship with WEA. Furthermore, Provider agrees to encourage the non-participating provider(s) to become a Participating Provider for applicable WEA Policies. When Provider believes it is essential for the continuing care and treatment of a Participant to utilize non-participating providers, Provider will contact WEA's Customer Service Department to discuss appropriate options and/or alternatives, as applicable. Provider acknowledges that WEA shall have sole discretion to decide if such non-participating provider's health care services will qualify for full benefit coverage under the Policy.

**2.10 Carved-Out Services.** When recommending treatment to a Participant for any Carved-Out Service, Provider understands that such Participant is required to obtain preauthorization from WEA who will direct Participant to utilize a WEA-approved provider.

**2.11 Medical Records.** Subject to the mutual confidentiality requirements of the Confidentiality of Medical Information provision herein, Provider agrees to make available or promptly deliver to WEA copies of such clinical information and/or pertinent medical records as may be reasonably requested by WEA, to process claims, authorize services, respond to appeals, complaints, and grievances, and perform sufficient post-payment audits to verify adherence to the standards and requirements of this Agreement. Provider shall not be required to routinely submit documentation in support of its claims when preauthorization requirements are followed. Provider shall not charge WEA or a Participant for the cost of copying such records if those records are requested for purposes of adjudicating a claim or allowing WEA to perform preauthorization as required under this Agreement. Provider may bill a Participant for the cost of copying records requested for any other purpose required under this Agreement.

**2.12 Billing Records and Procedures.**

**2.12.1** Provider shall keep all billing records relating to health care services provided under this Agreement and as required by law and, during normal business hours, shall allow WEA access to such records, including all charges relating to health care services rendered to Participants and any payments received from Participants or others on their behalf for such services. Provider shall comply with all applicable insurance laws and regulations governing the processing of claims and shall retain copies of claims as required by federal and state law.

- 2.12.2 Provider shall submit to WEA Clean Claims billed at Provider's Usual Charge for all services rendered to Participants as soon as possible, but always within ninety (90) calendar days of the later of: (i) the date of service or (ii) the discharge date for inpatient admissions or (iii) the date upon which Provider determines or should have reasonably determined that WEA is solely or partially responsible for payment. Failure to submit claims within ninety (90) days will result in nonpayment unless WEA determines that extenuating circumstances caused the delay. Provider shall submit any notice of underpayment to WEA within 180 days of date of service. Provider agrees that neither the Participant nor WEA are responsible for charges or claims which remain unpaid due solely to Provider's untimely submission to WEA.
- 2.12.3 Provider may submit claims on paper or electronically. Provider understands that WEA prefers that claims be submitted electronically and shall make reasonable attempts to use this method of claims submission. If Provider submits electronically, Provider agrees to do so in an electronic format that meets HIPAA transaction and code set requirements as of the HIPAA compliance deadline established for those transactions and code sets.
- 2.12.4 Provider understands that when processing Clean Claims for payment, WEA follows industry standards relating to coding and billing procedures and guidelines, such as those established in UB-04 and CMS's Medicare Database, including the National Correct Coding Initiative (NCCI), Medicare's rules including but not limited to multiple and bilateral surgical procedures, assistant surgeons, co-surgeons, and quality measures including but not limited to the guidelines as described by Medicare that limit reimbursement for adverse events and preventable errors. Provider further understands that should WEA's application of such standards to claim processing result in claim payment adjustments, Provider will not seek reimbursement from Participant for these adjustments.
- 2.12.5 Provider agrees to obtain appropriate information from Participants about other insurance coverage, including Medicare coverage, and to follow Wisconsin's Coordination of Benefit rules and CMS's Medicare as Secondary Payer rules, including billing other insurances first where that is appropriate. When another payor is primary, WEA shall limit reimbursement to Provider to the Allowable Amount less the amount paid by the primary payor. If the primary payor's payment exceeds the Allowable Amount, WEA shall have no reimbursement obligation under this Agreement.
- 2.12.6 Provider agrees to cooperate fully in any post-payment claim audit requested by WEA or any entity with whom WEA has contracted to perform post-payment claim audits on their behalf, at no expense to WEA or designated entity. Provider and WEA agree to reconcile differences between amounts paid and amounts due. In the event Provider was overpaid, Provider will issue a refund to WEA within thirty (30) days of the date of discovery of the amount due WEA. In the event Provider was underpaid, WEA will issue payment to Provider within thirty (30) days of the date of discovery of the amount due Provider.
- 2.13 Provider Information. Provider shall notify WEA in writing as soon as reasonably possible, but in no case more than thirty (30) days, after Provider learns of any changes relating to Provider's practice information, including, but not limited to: (i) learning of an individual Practitioner's decision to close his/her practice to new patients or terminate his/her employment or contractual relationship with Provider; (ii) changes in Provider's name, address, telephone number, ownership, and/or federal tax identification number; and (iii) the opening or closing of any clinic location and the addition of Practitioners.

2.14 Notice to WEA. Provider agrees to promptly forward to WEA any complaints or written grievances it receives regarding the quality of and/or access to health care services provided under this Agreement.

2.15 Release of Information. Provider agrees to cooperate fully with reasonable requests from WEA for relevant information related to this Agreement and to provide to WEA, and, if required, to the Wisconsin Office of the Commissioner of Insurance, access to documentation demonstrating compliance with the provisions of this Agreement within ten (10) days of notice of such a request.

2.16 Participant Satisfaction. Provider agrees to evaluate Participant satisfaction for every Participant receiving Health Care Services from Provider and report results to WEA on at least a yearly basis. Participant satisfaction will be measured using Provider's customer satisfaction survey tool that complies with The Joint Commission standards. If annual Participant satisfaction falls below 90%, Provider shall rebate to WEA 5% of that year's total annual amount paid to Provider by WEA.

### Section 3: WEA's Obligations

3.1 Marketing. WEA shall identify Provider as a Participating Provider in the written and online network directories for the Policies as set out in the WEA Trust Policy Descriptions Exhibit attached hereto and shall publicize Provider's participation in these respective networks to Participants. In its written and online network directories, WEA shall encourage Participants to utilize Participating Providers for all aspects of their care and to verify all providers' network participation status prior to receiving services.

3.2 Participant Eligibility. WEA shall provide identification cards to Participants and encourage Participants to present such cards whenever they receive health care services. WEA shall maintain up-to-date and accurate Participant eligibility information and shall, upon Provider's request, promptly verify a Participant's eligibility during normal business hours.

3.3 Reimbursement. Provided that Provider submits Clean Claims for Covered Services rendered to Participants in accordance with the provisions above, WEA will reimburse Provider for such Covered Services under a Policy issued or administered by WEA according to the reimbursement provisions stated in the Reimbursement Exhibit attached hereto. WEA shall reimburse Provider within an average of fourteen (14) calendar days for Clean Claims submitted on paper and within an average of seven (7) calendar days for Clean Claims submitted electronically for Participants under a Policy issued by WEA. If WEA does not reimburse Provider within thirty (30) days of the receipt of a Clean Claim for these Participants, WEA shall pay interest on such claim in accordance with Wisconsin law. WEA shall reimburse Provider within thirty (30) days of the receipt of a Clean Claim submitted either electronically or on paper for Participants under a Policy administered by WEA.

### Section 4: Cooperation to Ensure Compliance with Wisconsin Law

In order to assure compliance with Wisconsin's Managed Care Consumer Protection Act, Chapter 609, Wisconsin Statutes, and Chapter Ins 9 of the Wisconsin Administrative Codes, the parties agree to cooperate as follows:

4.1 Compliance Audits. Provider understands and agrees that under Chapter 609, Wisconsin Statutes, and Chapter Ins 9 of the Wisconsin Administrative Codes, WEA will require verification of Provider's ongoing compliance and/or audit Provider to assure compliance with this Agreement.

4.2 Continuity of Care. The parties agree that in the event a Practitioner terminates his/her employment or contractual relationship with Provider or this Agreement is terminated, a Participant may

exercise his/her right to continuity of care. In such case, Provider or Practitioner(s) will continue to provide Covered Services to those Participants who wish to continue care with Provider or such Practitioner(s) for the minimal period of continuity of care required by law, as described below. In such cases, the parties continuing relations with regard to the furnishing of Covered Services shall continue to be governed by the provisions of this Agreement during the applicable continuity-of-care period.

- a) **Primary Care:** If a Participant has designated Provider or one of Provider's Practitioners as his/her primary care provider, Provider or Practitioner will continue to provide primary care Covered Services until the end of the plan year.
- b) **Specialty and Facility Care:** If a Participant is involved in a course of treatment with Provider or one of Provider's Practitioners and the treating Practitioner is not a primary care provider, Provider or Practitioner will continue to provide Covered Services for the shorter of the following time periods:
  - until the Medical Necessity for the course of treatment ends;
  - a maximum of ninety (90) days, or
  - until the end of the plan year.
- c) **Maternity Care:** If a Participant is in the second or third trimester of pregnancy and is involved in a course of treatment with Provider or one of Provider's primary or specialty care Practitioners, Provider or Practitioner will continue to provide Covered Services until the completion of postpartum care for the woman and infant.

4.3 **Quality Improvement.** Provider agrees to work cooperatively with WEA to reach timely resolution of identified quality-of-care problems.

#### 4.4 Credentialing.

4.4.1 Provider acknowledges that WEA has specific criteria for provider credentialing, provider recredentialing, and auditing of delegated provider credentialing as detailed in the Credentialing Criteria Exhibit attached hereto. Provider agrees to comply with WEA's credentialing requirements and warrants that it is in good standing with all state and federal agencies, is licensed in the states in which it provides services, and carries state-required amounts of liability insurance. Provider understands that WEA retains the right to make all final credentialing decisions, and that WEA has the right to exclude, suspend, or terminate, network participation status of Provider or individual Practitioner at any time based on quality-related issues and/or concerns. Provider may dispute WEA's decision regarding credentialing through the appeals process.

4.4.2 Provider shall notify WEA of any finding by any licensing or regulatory authority that restricts, suspends, or revokes Provider's or an individual Practitioner's license, certification, accreditation, or Medicare or Medicaid Assistance participation status. Provider shall notify WEA of any voluntary surrender of a license while under scrutiny or to avoid scrutiny, or of any censures, reprimands, terminations, suspensions, or probations of clinical privileges or involuntary termination of health care service contracts. Provider shall further notify WEA of any adverse final judgment of any suit, action, or proceeding brought against Provider or a Practitioner for medical malpractice, health care related final civil judgments or injunctions, and/or felony and misdemeanor criminal convictions.

### Section 5: Mutual Obligations

5.1 **Confidentiality of Medical Information.** The parties recognize that in the course of performing their respective obligations under this Agreement, they will have access to and may share with



each other individually identifiable medical information. The parties shall abide by all applicable state and federal laws and regulations governing the confidentiality of medical information.

5.2 Proprietary Information. Each party agrees that materials and information supplied by one party to the other in performing its duties and obligations under this Agreement shall be treated as confidential, unless specifically noted otherwise in writing by the other party, and may not be distributed to nonparties, except, however, that information prepared by WEA or its agents in connection with any utilization management activities or quality improvement initiatives may be disseminated to policyholders.

5.3 Dispute Resolution. Should a dispute arise between Provider and WEA with regard to the performance or interpretation of any of the terms of this Agreement, the parties will attempt to resolve the dispute by good faith discussions. If the parties are unable to resolve a dispute within sixty (60) days, the parties may agree to mediation or arbitration through American Arbitration Association (AAA), or any mutually agreed upon third party, with the cost to be divided equally.

5.4 Open Communication. WEA and Provider warrant that they do not limit the ability of employees and Practitioners to disclose relevant information to, or on behalf of, a patient about a patient's medical condition and treatment options, and do not penalize or terminate employees and Practitioners for discussing all treatment options or for making referrals to other providers.

## Section 6: Independent Relationship

6.1 Legal Status. None of the provisions of this Agreement are intended to create, nor shall be construed to create, any relationship between WEA and Provider other than that of independent entities contracting with each other for the sole purpose of effecting the provisions of this Agreement. Neither of the parties shall be construed to be the principal, agent, employee, or representative of the other. As between WEA and Provider, each has complete and sole authority and responsibility over its own operations.

6.2 Provider/Participant Relationship. The parties understand and agree that Provider and Practitioners have a direct clinical relationship with Participants for whom they provide health care services and that the traditional relationship between Provider/Practitioner and patient is not disturbed by this Agreement. Provider and Practitioners shall be solely responsible for the health care services rendered to a Participant and the consequences of treatment decisions to provide or withhold care. Nothing in this Agreement shall in any way limit or restrict the right or ability of Provider and Practitioners to provide any health care service to a Participant which the Participant has requested and agreed to pay for.

6.3 Covered Services. The parties understand and agree that claim payment decisions made by WEA are for the sole purpose of determining benefits owed under a Policy, and that nothing in this Agreement limits or otherwise restricts Provider's medical or professional judgment with respect to appropriate care and treatment. WEA shall be solely responsible for administering the Policies and providing the benefits owed under the terms of the Policies.

## Section 7: Insurance and Indemnification

7.1 Professional Liability Insurance. Provider agrees that at all times during the term of this Agreement it will have medical liability insurance coverage in effect in the amounts required by Chapter 655 of the Wisconsin Statutes or, if applicable, state statutes of the state in which services are provided.

### 7.2 Indemnification.

- a) Provider shall defend and hold WEA harmless from all claims, liabilities, damages, or judgments involving a third party which arise as a result of Provider's acts or omissions, including but not limited to, all patient treatment decisions, Provider's

negligence or intentional wrongdoing, or Provider's failure to adequately meet any of its obligations under this Agreement.

- b). WEA shall defend and hold Provider harmless from all claims, liabilities, damages, or judgments involving a third party which arise as a result of WEA's acts or omissions, including but not limited to, WEA's negligence or intentional wrongdoing, or WEA's failure to adequately meet any of its obligations under this Agreement.

### Section 8: Term and Termination

8.1 Initial Term. The initial term of this Agreement shall be from January 1, 2017 through December 31, 2017.

8.2 Renewal Terms. After the initial term, this Agreement shall, upon the renewal date, automatically renew for consecutive one-year terms unless either party gives written notice at least ninety (90) calendar days before the annual renewal date that it intends to either renegotiate the terms of the Agreement or terminate the Agreement.

8.3 Breach of Contract. Either party may terminate this Agreement for a material breach of this Agreement by giving the breaching party sixty (60) calendar days' advance written notice of the intent to terminate and describing the alleged breach. If the breaching party cures the breach during the sixty (60) calendar day period, the Agreement shall remain in effect. If the breach is not cured, the Agreement shall terminate at the end of the sixty (60) day period.

8.4 Suspension or Termination. The rights of Provider or any Practitioner to provide Covered Services to Participants may be reduced, suspended, or terminated indefinitely and immediately upon written notice from WEA to Provider whenever WEA reasonably concludes that such action is necessary in order to safeguard the health and welfare of Participants. WEA shall exercise its best efforts to furnish Provider with thirty (30) days' advance written notice prior to invoking any such reduction, suspension, or termination. WEA shall duly consider any objections Provider may raise with regard to any such reduction, suspension, or termination as soon as reasonably possible, but the decision whether to effect or continue any such reduction, suspension, or termination shall rest solely with WEA.

### Section 9: Miscellaneous Provisions

9.1 Notice. Any notice required to be given pursuant to the terms of this Agreement, with the exception of those defined in the Coordination of Care provision herein, shall be in writing and shall be sent by certified mail or certified e-mail, return receipt requested, to the other party at the address on the signature page or the parties designated representative, as applicable. The notice shall be effective on the date noted on the return receipt.

9.2 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

9.3 Entire Agreement. This Agreement supersedes all other prior agreements, whether written or oral.

9.4 Amendments. This Agreement may not be amended or modified unless agreed to, in writing, by both parties.

9.5 Waiver. Waiver by either party of the breach of any obligation under this Agreement shall not be deemed a waiver of the same or any other breach thereafter.

9.6 Severability. In the event any portion of this Agreement is rendered invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

9.7 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Wisconsin.

9.8 Advertising. Neither WEA nor Provider shall use the other's name, symbols, trademarks, or service marks in advertising or promotional material except in a manner consistent with this paragraph or the Marketing provision herein or following written approval from the other party. Provider may include the "WEA Trust" in a listing of insurers or payors with whom Provider has a contractual relationship, or in a list of insurance plans accepted by Provider. However, Provider may not in any form of communication state or imply that WEA endorses, approves, or recommends Provider, or guarantees Provider's quality of care, or that Provider has any sort of exclusive arrangement with WEA.

9.9 Warranty of Authority. Each party executing this Agreement warrants that it has full power and authority to enter into this Agreement and to bind itself to performance hereunder. Each party further warrants that the individual signing this Agreement is an officer, if a corporate party, or a principal of the party for which he/she signs, or has been granted or delegated all requisite power and authority to bind the party for which he/she signs.

9.10 Health Care Quality and Safety. WEA supports the Institute of Medicine's aims for safe, effective, patient-centered, timely, efficient, and equitable health care. WEA encourages all Participating Providers to engage in activities that accelerate improvements in health care quality and safety, including public reporting of health care quality, patient safety, and efficiency measures. WEA supports provider participation in one or more of the following organizations or activities: Leapfrog, Wisconsin Collaborative for Healthcare Quality (WCHQ), Wisconsin Hospital Association (WHA) CheckPoint and PricePoint, Institute for Healthcare Improvement (IHI) 100,000 Lives Campaign, Centers for Medicare and Medicaid Services (CMS) Demonstration Projects, Agency for Healthcare Research and Quality (AHRQ), and other similar future initiatives.

SIGNATURE PAGE FOR THE  
WEA PROVIDER AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date set forth below. As set forth in the Term and Termination section herein, the initial term of this Agreement shall be from January 1, 2017 through December 31, 2017. Once signed, any reproduction of this page or an attachment made by reliable means (for example, photocopy or facsimile) is considered an original.

WEA INSURANCE CORPORATION

45 Nob Hill Road  
P.O. Box 7338  
Madison, WI 53707-7338

PROVIDER

County of Rock County Clerk  
Federal Tax ID#: 39-6005736  
3400 County Trunk F  
Janesville, WI 53547

By: Michael I. Quist  
(Signature)

Name: Michael I. Quist

Title: Executive Vice President, Operations & CFO

Date of Signature: September 22, 2016

By: \_\_\_\_\_  
(Signature)

Name: Sue Prostko

Title: Administrator

Date of Signature: \_\_\_\_\_

**Sign and date the Agreement and return the Agreement to Kristi Adamson at the address above.**

# RESOLUTION

## ROCK COUNTY BOARD OF SUPERVISORS

Health Services Committee  
INITIATED BY



Sue Prostko  
DRAFTED BY

Health Services Committee  
SUBMITTED BY

October 25, 2016  
DATE DRAFTED

### RECOGNIZING WENDY KING FOR SERVICE TO ROCK HAVEN

- 1    **WHEREAS**, Wendy King has served the citizens of Rock County over the past 36 years, 8 months as a
- 2    dedicated and valued employee of Rock County; and,
- 3
- 4    **WHEREAS**, Wendy King began her career with Rock Haven as a Certified Nursing Assistant on February 4,
- 5    1980; and,
- 6
- 7    **WHEREAS**, Wendy King accepted an Activity Therapy Assistant position on July 29, 1996; and,
- 8
- 9    **WHEREAS**, Wendy King has been caring with the residents and always had a smile on her face. She brought
- 10   in her dog and shared her with the clients; and,
- 11
- 12   **WHEREAS**, Wendy King has worked diligently in that position until her retirement on October 26, 2016; and,
- 13
- 14   **WHEREAS**, the Rock County Board of Supervisors, representing the citizens of Rock County, wishes to
- 15   recognize Wendy King for her long and faithful service.
- 16
- 17   **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled this
- 18   \_\_\_\_\_ day of \_\_\_\_\_, 2016 does hereby recognize Wendy King for her 36 years, 8 months of service
- 19   and extend their best wishes to her in her future endeavors.

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

HEALTH SERVICES COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Norvain Pleasant, Chair

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Brenton Driscoll, Vice Chair

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Terry Fell

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Dave Homan

\_\_\_\_\_  
Mary Mawhinney

\_\_\_\_\_  
Kara Hawes

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Terry Thomas