

RESOLUTION

R2024-028

A Resolution Authorizing the County Administrator to Execute the UnitedHealthcare Veteran's Affairs Community Care Network Participation Agreement

Be it resolved by the County Board of the County of DeKalb, Illinois as follows:

WHEREAS, the DeKalb County Rehab & Nursing Center, in conjunction with Jordan Healthcare Group, has been working with local medical institutions to raise the census of the facility; and

WHEREAS, on February 21st, 2024, the County Board approved Resolution R2024-016 which authorized the County Administrator to Execute the UnitedHealthcare Ancillary Provider Participation Agreement; and

WHEREAS, representatives of UnitedHealthcare have asked that the DCRNC also become a member of the UnitedHealthcare Veteran's Affairs Community Care Network; and

WHEREAS, the Veteran's Affairs Community Care Network Participation Agreement will allow the DCRNC to provide care for additional patients covered by UnitedHealthcare Insurance Company; and


WHEREAS, entering into this agreement provides opportunities to grow the census of the DCRNC; and

WHEREAS, Jordan Healthcare Group and the Human & Health Services Committee have reviewed the Veteran's Affairs Community Care Network Participation Agreement ("Exhibit A") and believes that it is in the best interest of the DCRNC to enter into said agreement; and

NOW, THEREFORE, BE IT RESOLVED that the DeKalb County Board hereby authorizes the County Administrator to execute the UnitedHealthcare Veteran's Affairs Community Care Network Participation Agreement.

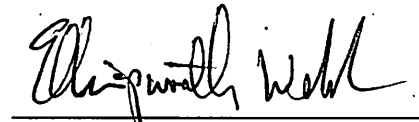
PASSED THIS 20TH DAY OF MARCH, 2024 AT SYCAMORE, ILLINOIS

ATTEST:



Tasha Sims
DeKalb County Clerk

SIGNED:



Ellingsworth Webb, Chair
DeKalb County Board



VETERAN'S AFFAIRS COMMUNITY CARE NETWORK PARTICIPATION AGREEMENT

THIS AGREEMENT (this "Agreement"), is entered into between UnitedHealthcare Insurance Company, contracting on behalf of itself and Optum Public Sector Solutions, Inc, ("Optum"), as an affiliate, (collectively referred to as, "United"), and Dekalb County Government dba Dekalb County Rehab & Nursing Center ("Provider").

This Agreement is effective on _____ (the "Effective Date") and will remain effective until the date on which either party terminates this Agreement in accordance with the Termination Section in this Agreement.

STATEMENT OF PURPOSE:

Optum, in response to solicitation number VA791-16-R-0086, submitted a bid to the United States Government to provide a Community Care Network ("VA CCN") for the Department of Veterans Affairs ("VA") on a self-funded basis for the provision of health and administrative services to its Enrolled Eligible Veterans (as defined below). In response to Optum's bid, Optum was awarded a Prime Contract by the VA for VA CCN Region 2 (the "**Prime Contract**"), and United wants to make Provider's services available to the Enrolled Eligible Veterans, and Provider wishes to provide those services, under the terms and conditions set forth in this Agreement.

AGREEMENT:

For the term of this Agreement, the parties agree to the following:

- 1. Provision of Services.** Provider shall provide Contracted Services to Enrolled Eligible Veterans, according to this Agreement and its Exhibits, which are incorporated by reference with the same force and effect as though set forth herein, and are considered a binding part of this Agreement. United shall, as a third party administrator for the VA, pay Provider's claims for Contracted Services provided to Enrolled Eligible Veterans according to this Agreement and the VA CCN Requirements.
- 2. Definitions.** Capitalized terms used in this Agreement shall have the meanings given to them in the definitions section of Exhibit A.
- 3. Applicability.** This Agreement only applies to Contracted Services provided to Enrolled Eligible Veterans at the Provider's service locations listed in Exhibit C.
- 4. Other Participation Agreement.** If Provider has an agreement other than this Agreement with a network maintained by United or any of its corporate affiliates: (1) this Agreement will govern with respect to the VA Benefit Plan; and (2) this Agreement will supersede the other participation agreement(s) only with regard to services rendered relating to the VA Benefit Plan, and will not affect the benefit plans governed by the other agreement(s).
- 5. Termination.** This Agreement takes effect on the Effective Date and shall continue until one of the following occurs:

- a. The parties mutually agree in writing to terminate this Agreement;
 - b. Either party terminates the Agreement by providing one-hundred and eighty (180) days prior written notice to the other party;
 - c. The Prime Contract expires or is terminated; or
 - d. A material breach of this Agreement by either party upon sixty (60) days written notice, except that such termination will not take effect if the breach is cured within forty-five (45) days after notice of breach.
6. **Termination of a Provider Professional from United's network.** United may immediately terminate a Provider Professional's participation in United's network, without terminating this Agreement, upon becoming aware of any of the following:
- a. The material breach of this Agreement by a Provider Professional that is not cured within thirty (30) days after United provides notice to Provider or Provider Professional of the breach;
 - b. Sanctions, revocations, limitations, suspensions, judgements, criminal charges or convictions or other material restrictions pursuant to any of the Adverse Actions specified in Exhibit A, Section 2(f).
 - c. Failure to meet the requirements of United's credentialing program to the extent that those requirements apply to the Provider Professional.
7. **Health care.** This Agreement and the VA Benefit Plan do not dictate the health care provided by Provider, or govern Provider's determination of, or communication about, what care to provide patients, even if those patients are Enrolled Eligible Veterans. The decision regarding what care is to be provided remains with Provider and with Enrolled Eligible Veterans and their physicians, and not with United or any payer.
8. **Maintenance of and Access to Records.** Provider will maintain records for at least ten (10) years following the end of the calendar year during which the Contracted Services are provided, unless longer retention period is required by the VA or applicable law. Provider will provide United and its designee access to Provider records for purposes of United's health care operations and other administrative obligations, including without limitation, utilization management, quality assurance and improvement, claims payment, and review or audit of Provider's compliance with the provisions of this Agreement and appropriate billing practices. Provider will cooperate with United on a timely basis in connection with any such audit.
9. **Compliance with United's VA CCN Policies.** Provider and Provider Professionals and staff members shall cooperate with, and are bound by, United VA CCN Policies, as defined below in Exhibit A.
10. **Provider Manual.** The VA Community Care Network Provider Manual (the "Provider Manual") is hereby incorporated by reference with the same force and effect as though fully set forth herein, and is considered a binding part of this Agreement. It will include manuals and handbooks provided by the VA or United for use by Providers. The Provider Manual will be updated from time to time, and United may implement changes to the Provider Manual without Provider's consent if the change is applicable to all or substantially all providers of the same type offering similar services in United's VA CCN. Such changes will be communicated to providers through amendments, updates at vacommunitycare.com or its successor, provider newsletters, bulletins or supplemental manuals or handbooks. If a change to the Provider Manual is material, United will use reasonable commercial efforts to inform Provider via written or electronic notice

thirty (30) days in advance of the material change, unless a shorter period is necessary to meet United's obligations to the VA.

11. **Conflict of Provisions.** The Provider Manual controls in the event of any material conflict with this Agreement. Applicable statutes or regulations will control in the event of any material conflict with the terms of this Agreement or the Provider Manual.
12. **Amendment.** Unless otherwise set forth in this Agreement, including but not limited to United's ability to unilaterally update the Provider Manual as set forth in Section 10 ("Provider Manual"), this Agreement may only be amended by a written agreement signed by both parties, except that this Agreement may be unilaterally amended, revised or supplemented by United upon thirty (30) days written or electronic notice to Provider to comply with VA direction, the Prime Contract, or applicable law, rule or regulation, unless a shorter notice is necessary to meet United's obligations to the VA.
13. **Compliance with Laws.** Provider shall comply with all applicable, local, state and federal laws relating to the provision of Contracted Services.
14. **Licensure Requirements.** Provider, Provider Professionals, and employees of Provider will render Contracted Services in accordance with all applicable local, state and county standards of professional ethics and practice, and shall maintain all licenses and other authorizations required to perform the Covered Services.
15. **Governing Law.** This Agreement will be governed by and construed in accordance with VA CCN Requirements and the laws of the state(s) in which Provider renders Contracted Services (except where preempted by Federal law), and any other applicable law.
16. **Dispute Resolution.** The parties will work together in good faith to resolve any and all disputes between them ("Disputes") including but not limited to the existence, validity, scope or termination of this Agreement or any term of it, and all questions of arbitrability, with the exception of any question regarding the availability of class arbitration or consolidated arbitration, which is expressly waived below. Disputes also include any dispute in which Provider is acting as the assignee of one or more Enrolled Eligible Veteran. In such cases, Provider agrees the terms of this Section 16 will apply, including without limitation the requirement for arbitration.

If the Dispute pertains to a matter which is generally administered by the Provider Manual or other of United's Policies, the policies and procedures set forth therein must be fully exhausted by Provider before Provider may invoke any right to arbitration under this Section 16. For Disputes regarding payment of claims, a party must have timely initiated, and completed, the claim reconsideration and appeal process as set forth in this Agreement or the Provider Manual in order to initiate the Dispute process.

If the parties are unable to resolve any such Dispute within sixty (60) days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it may do so only by submitting the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA") in accordance with the AAA Healthcare Payor Provider Arbitration rules, as they may be amended from time to time (see <http://www.adr.org>), except that, in any case involving a Dispute in which a party seeks an award of \$1,000,000 or greater or seeks termination of this Agreement, a panel of three arbitrators will be used; a single arbitrator cannot award \$1,000,000 or more or order that this Agreement is terminated. The arbitrator(s) will be selected from the AAA National Healthcare Roster (as described in the AAA

Healthcare Payor Provider Arbitration Rules) or the AAA's National Roster of Arbitrators (as described the AAA Commercial Arbitration Rules and Mediation Procedures). Unless otherwise agreed to in writing by the parties, if the party wishing to pursue the Dispute does not initiate the arbitration within one (1) year after date on which written notice of the Dispute was given, or, for Disputes subject to the procedures or processes described in the previous paragraph, within one year after the completion of the applicable procedure or process, it will have waived its right to pursue the Dispute in any forum.

17. **Non-Assignability.** This Agreement, is intended to arrange for the services of Provider, and therefore may not be assigned by Provider without the written consent of United.
18. **Relationship between the Parties.** The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.
19. **Notice Procedures.** Any notice required to be given under this Agreement must be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Provider Manual. Acceptable forms of written notice include facsimile, first class mail, certified mail, or overnight delivery by a national, recognized service.
20. **Entire Agreement.** This Agreement, including all attachments, contains the entire agreement between the parties with regard to its subject matter. Any prior or contemporaneous agreement, promise, negotiation, or representation, either oral or written, relating to the subject matter of this Agreement, and not expressly set forth in this Agreement, shall be of no force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date.

Provider: Dekalb County Government dba Dekalb County Rehab & Nursing Center	
Signature: _____	Street: 2600 North Annie Glidden Road
Print Name: _____	City: Dekalb
Title: _____	State: IL Zip Code: 60115
Date: _____	Email: _____
Federal Tax Identification Number:	366006548
Name of Tax Identification Number Owner:	Dekalb County Government

UnitedHealthcare Insurance Company, as signed by its authorized representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

List of Exhibits:

Exhibit A: VA CCN Requirements

Exhibit B: Payment Appendix

Exhibit C: Provider Locations

Exhibit A

1. **Definitions.** The following terms when used in this Agreement have the meanings set forth below:
 - a. **Approved Referral.** An Approved Referral constitutes an authorized service under the VA CCN Requirements (as defined below). Approved Referrals will support a specific plan of care as it relates to a specified number or visits and/or services approved for the individual Enrolled Eligible Veteran over a specified period of time not to exceed one (1) year.
 - b. **Enrolled Eligible Veteran.** A person who is enrolled in VA's patient enrollment system established and operated under 38 U.S.C. Section 1705, and is eligible to receive care in the community as determined by the VA.
 - c. **Clean Claim.** A Clean Claim means a claim for payment for Contracted Services that contains all the required data elements necessary for adjudication, without requesting supplemental information from the submitter, as required by the VA CCN Requirements.
 - d. **Contracted Services.** Covered Services that are within Provider's scope of practice and provided to an Enrolled Eligible Veteran pursuant to VA CCN Requirements in effect at the time services are rendered and compensated in accordance with this Agreement and VA CCN Requirements.
 - e. **Covered Services.** The health care services and supplies that are covered under the VA CCN as described in 38 CFR 17.38 and for which Provider has received an Approved Referral or Prior Authorization.
 - f. **Days.** All days referenced in this Agreement and its Exhibits or in the Provider Manual are calendar days unless otherwise noted.
 - g. **Emergent Care.** Medical care required within twenty-four (24) hours or less essential to evaluate and stabilize conditions of an emergent need that if not provided may result in unacceptable morbidity/pain if there is significant delay in the evaluation or treatment.
 - h. **Emergent Healthcare Need.** Conditions of one's health that may result in the loss of life, limb, vision, or result in unacceptable morbidity/pain when there is significant delay in evaluation or treatment.
 - i. **Standardized Episode of Care.** A set of clinically related healthcare services for a specific unique illness or medical condition (diagnosis and/or procedure) provided by an authorized provider during a defined authorized period of time not to exceed one (1) year.
 - j. **Provider.** A facility, ancillary provider, physician, physician organization, other health care professional, supplier, or other entity engaged in the delivery of health care services which is licensed and/or certified as required under applicable law, and which has been duly credentialed by United or its designee and is subject to an effective written amendment directly with United, or indirectly through another entity (such as another provider), to provide Covered Services to Eligible Veterans.
 - k. **Prior Authorization.** A required process through which VA reviews and approves certain medical services to ensure the medical necessity and appropriateness of care prior

to services being rendered within a specified timeframe from a non-VA provider or additional resources in the community. This type of process requires Prior Authorization to be obtained “prior to” the specified service.

- l. **Provider Professional.** The physicians, practitioners and allied health professionals who have been accepted by United to provide Contracted Services to Enrolled Eligible Veteran.
- m. **Reimbursement Rate.** The payment made to Provider for Covered Services provided to an Enrolled Eligible Veteran as set forth in the Payment Appendix to this Agreement. The Reimbursement Rate is calculated in accordance with the VA CCN Requirements. In no event will the Reimbursement Rate exceed the maximum allowed by the VA CCN Requirements.
- n. **State.** The state or states in which Provider is to provide Covered Services under this Agreement
- o. **United VA CCN Policies.** The policies, procedures and programs utilized by United for VA CCN and applicable to Provider in effect at the time services are rendered to an Enrolled Eligible Veteran, including, without limitation, the Provider Manual, credentialing and quality management and improvement programs, fraud detection and recovery procedures, eligibility verification, payment and coding guidelines, anti-discrimination requirements, utilization management, case management and disease management plans and programs, grievance and appeal procedures, consultation report policy and procedure, and provider dispute and/or administrative review processes. The United VA CCN Policies are documented and may be modified from time to time through revisions, supplements, modifications or amendments, and providers may be made aware of those modifications through written or electronic notice via modification notices, amendments, provider newsletters, updates at vacommunitycare.com or its successor, bulletins or supplemental releases.
- p. **VA CCN Requirements.** VA CCN Requirements shall mean laws, regulations, and requirements applicable to VA CCN, as may be amended, including but not limited to Title 38, United States Code, Chapter 81, Title 38 Code of Federal Regulations, Chapter 1, Part 17, the Prime Contract, and the United VA CCN Policies.
- q. **VA Benefit Plan.** Benefit Plans sponsored, issued, or administered by the VA for veterans enrolled in the patient enrollment system established and operated by the VA under 38 U.S.C. Section 1705.

2. **Provider Obligations.**

- a. **Provider Responsibility for Quality of Contracted Services.** Provider shall be solely responsible for the quality of Contracted Services rendered by Provider to Enrolled Eligible Veterans. In the event Provider or Provider Professional is uncertain as to whether a service is a Covered Service, the Provider or Provider Professional shall contact the VA, as directed in the Provider Manual and vacommunitycare.com or its successor, to obtain a coverage determination prior to rendering services, except in an Emergent Healthcare Need.
- b. **Provider Education.** Provider shall participate in, and shall require all Provider Professionals and staff members to participate in, the VA CCN education efforts described in the Provider Manual.

- c. **Credentialing of Provider Professionals.** Provider shall ensure that each Provider Professional submits to United, or its designee, a credentialing application which meets the requirements of United, to the extent they are subject to credentialing. The credentialing application must be approved by United or its designee prior to any performance taking place by such Provider or Provider Professional under this Agreement.
- d. **Office Availability/Access.** Provider shall maintain such offices, equipment, patient service personnel and allied health personnel as may be necessary to provide Contracted Services. Provider shall provide Contracted Services under this Agreement at Provider's offices during normal business hours, and shall be available, or obtain coverage referenced in Section 3.5, to Enrolled Eligible Veterans by telephone twenty-four (24) hours a day, seven (7) days a week for consultation on medical concerns. Further, Provider shall be available, or obtain coverage as set forth in this Agreement, to provide Contracted Services on an Emergent Care basis twenty-four (24) hours a day, seven (7) days a week.
- e. **Coverage.** If a Provider Professional is absent from his or her practice from any reason, Provider shall secure appropriate coverage for the Provider Professional, and ensure that the covering professional is a Provider Professional and is otherwise compliant with the terms of this Agreement.
- f. **Notice of Adverse Action.** Provider shall provide written notice to United within five (5) calendar days of the occurrence of any of the following:
 - i. Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's license or authorization to provide Contracted Services;
 - ii. Any suit or arbitration action brought by a patient against Provider or a Provider Professional for malpractice. In addition, Provider shall send United a summary of the final disposition of such action;
 - iii. Any misdemeanor conviction or felony information or indictment naming Provider or a Provider Professional. In addition, Provider shall send United a summary of the final disposition thereof;
 - iv. Any disciplinary proceeding or action naming Provider or a Provider Professional before an administrative agency in any state. In addition, Provider shall send United a summary of the final disposition thereof;
 - v. Any cancellation or material modification of the professional liability insurance required to be carried by Provider or a Provider Professional under the terms of this Agreement;
 - vi. Any action taken to restrict, suspend or revoke Provider's or a Provider Professional's participation in Medicare, Medicaid or CHAMPUS, VA CCN or any succeeding program. In addition, Provider shall send United a summary of the final disposition thereof;
 - vii. Any material Enrolled Eligible Veteran complaints against Provider or a Provider Professional; or

viii. Any other event or situation that could materially affect Provider's ability to carry out Provider's duties and obligations under this Agreement.

- g. **Non-Discrimination.** Provider shall not discriminate against any Enrolled Eligible Veteran in the provision of Contracted Services hereunder, whether on the basis of the Enrolled Eligible Veteran's coverage under the VA CCN age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, source of payment, utilization of medical or mental health services, equipment, pharmaceuticals or supplies, or other unlawful basis including, without limitation, the filing by such Enrolled Eligible Veteran of any complaint, grievance or legal action against Provider or United. Provider will make reasonable accommodations for Enrolled Eligible Veteran with disabilities or handicaps, in accordance with all applicable law, including but not limited to, providing such auxiliary aides and services to Enrolled Eligible Veterans at the Provider's expense as are reasonable, necessary and appropriate for the proper rendering of Contracted Services.
- h. **Clinical Quality Monitoring Plan.** Provider will comply with all provisions of the clinical quality monitoring plan, including the provision of medical records and other documentation, and those provisions of VA CCN Requirements that state Provider will cooperate fully with a designated utilization and clinical quality monitoring organization, will agree to follow all quality assurance, utilization management, and patient referral procedures established under VA CCN Requirements, will make available medical records or other pertinent records to designated Veteran's Administration utilization management or quality monitoring contractors, and will authorize the release of information as required by United for such quality assurance and utilization management activities. Provider further authorizes United to release all review data obtained through medical record and other document audits required by VA or any peer reviewer.
- i. **Prior Authorization.** All services other than Emergent Care require a Prior Authorization from the VA. If a Prior Authorization from the VA is not obtained, in accordance with VA CCN Requirements, Provider's payment will not be reimbursed and Provider shall not bill the Enrolled Eligible Veteran. Prior Authorization is not a guarantee of payment; payment determinations are made after the claim is submitted for payment, based on the factors set forth in this Agreement.

The preferred method of submitting Prior Authorization requests is in electronic format. If Provider has the capability to submit EDI 278 transactions, Provider will submit Prior Authorization requests via Direct Messaging, eHealth Exchange secure online file exchange, secure email, secure fax, or telephone.

- j. **Referrals.** All services require an Approved Referral from the VA. The provision of services must be limited to what is set forth in the VA Approved Referral, which is only valid for the services, time and treatment period specified. Services not included in the Approved Referral and any applicable extension of time and treatment period must be requested by the Provider as a new Approved Referral request.

Where an Enrolled Eligible Veteran self-presents for emergency care to an in-network emergency department without an Approved Referral, Provider must both notify the VA and request retroactive Approved Referral from the VA within seventy-two (72) hours of the Enrolled Eligible Veteran self-presenting to the in-network emergency department.

- k. **Medical Documentation.** The Provider must deliver, directly to the VA or the referring provider, medical documentation in a secure electronic format or otherwise as defined in the Provider Manual, and include, at a minimum, the data elements described in the Provider Manual.
- l. **Quality Management and Improvement Program.** Provider will participate in, cooperate with and comply with all quality management and improvement program requirements and all decisions rendered by United in connection with the quality management and improvement program. Provider also will provide, within ten (10) days of receipt of written notice or electronic, all medical records, review data and other information as may be required or requested under the quality management and improvement program. Records required or requested by United under the quality management and improvement program for VA CCN are not subject to reimbursement by United.
- m. **Identification Number/Payment of Taxes.** Provider shall notify United in writing, thirty (30) days in advance, of any changes to Provider's federal tax identification numbers or national provider identification numbers.
- n. **Electronic Connectivity.** When made available by United, Provider will make reasonable commercial efforts to do business with United electronically. This includes, but is not limited to, checking eligibility status, claims status, and submitting requests for claims adjustments, referrals, prior authorizations, and claims submission, as well as for additional functionalities after United informs Provider that such functionalities have become available. Providers who do not do business with United electronically may be moved to the end of referral and provider directory search lists.

3. **Professional Liability Insurance**

- a. This a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Provider are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, a Provider's professional medical judgment, diagnosis, or specific medical treatments. Each Provider shall be liable for his or her liability-producing acts or omissions. The Provider shall maintain during the term of this Agreement, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000 per occurrence; \$3,000,000 aggregate. However, if the Provider is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this Agreement shall be fulfilled by incorporating the provisions of the applicable State law.
- b. Provider's liability insurance shall be of the types and in the amounts set forth in paragraph (a), and may be of the types and amounts as specified by applicable state law. In lieu of purchasing the required insurance coverage, Provider may self-insure its medical malpractice and/or professional liability, as well as its commercial general liability coverage.
- c. Unskilled or non-clinical Providers, e.g. Tai Chi instructors, massage therapists, etc. are only required to maintain insurance coverage consistent with the types and limits commonly necessary for their scope of practice, as determined by United and the VA.

- d. Provider will, upon request, furnish evidence to United of its insurability, as required in this section, or the provisions of State law as to self-insurance, or limitations on liability or insurance. Provider shall also provide Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Provider gives written notice to United.
- e. The Provider will notify United if it changes insurance providers during the term this Agreement. The notification shall provide evidence that the Provider will meet all the requirements of this section, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.
- f. If Provider uses the self-insurance option described in this Section, Provider will provide to United, prior to Effective Date, a statement verified by an independent auditor or actuary that its reserve funding levels and process of funding appears to be adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Provider will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually or as otherwise specified by the VA. Provider will ensure that its self-insurance fund complied with applicable laws and regulations.

4. **Listing of Provider.** United and its designees may list the name, address, telephone number and other factual information of Provider, in United's provider directory and/or informational materials provided to the VA or otherwise developed by United as third party administrator for the VA. In no event shall Provider market or advertise the VA CCN without the prior written consent of United, except that Provider may make known the fact that it is a participating provider with United for the VA CCN.

5. **Claims Submission and Payment**

- a. **Submission of Claims.** Provider shall, when possible, submit all claims electronically to United. Claims shall be submitted as complete, accurate Clean Claims in a format approved by United for Contracted Services rendered to an Enrolled Eligible Veteran.

Claims must be submitted within one hundred eighty (180) days after the date of service or date of discharge. Claims received by United beyond the timely filing periods specified in this section will be denied. Provider shall not seek or accept payment from the Enrolled Eligible Veteran in the event United, as a third party administrator for the VA, does not pay Provider for a claim not submitted in a timely manner. Additionally, electronic claims must comply with standardized electronic transactions and code sets as required pursuant to the Health Insurance Portability and Accountability Act ("HIPAA").

Provider will comply with VA CCN Requirements when billing and collecting and/or seeking administrative review of payment for Contracted Services rendered pursuant to this Agreement.

- b. **Reimbursement.** United, as a third party administrator for the VA, will pay claims for Contracted Services as further described in the applicable Payment Appendix to this Agreement and in accordance with the VA CCN Requirements. Provider agrees to accept the Reimbursement Rates as payment in full for Covered Services. In no event will

reimbursement for Covered Services exceed the maximum allowed by the VA CCN Requirements.

- c. **No Surcharges.** Provider shall not charge the Enrolled Eligible Veteran any fees or surcharges for Covered Services rendered pursuant to this Agreement, or any membership fee or other fee as a prerequisite for accepting an Enrolled Eligible Veteran as a patient. In addition, Provider shall not collect sales or use tax from Enrolled Eligible Veterans for the sale or delivery of Covered Services. If United receives notice of any additional charge, Provider shall fully cooperate with United to investigate such allegations, and shall promptly refund any payment deemed improper to the party who made the payment.

- d. **Enrolled Eligible Veteran Hold Harmless.** Provider acknowledges that Enrolled Eligible Veterans do not have financial responsibility for any Covered Services. Provider agrees that in no event, including, but not limited to, non-payment by United, as a third party administrator for the VA, the insolvency of United, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Enrolled Eligible Veteran or persons other than VA or United, as a third party administrator for the VA, for Covered Services. In no event may Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against an Enrolled Eligible Veteran for any services denied for failure of Provider to obtain an Approved Referral and any required Prior Authorizations from the VA. Enrolled Eligible Veterans must always be held harmless in cases where the Provider fails to submit a claim in accordance with the VA CCN Requirements, delivers healthcare services outside of the validity period or outside the scope of the Approved Referral, or otherwise fails to comply with the VA CCN Requirements. This provision shall survive termination of this Agreement, regardless of the cause giving rise to termination. This provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Enrolled Eligible Veteran or persons acting on their behalf.

- e. **Other Health Insurance.** Provider shall adhere to the Other Health Insurance policies and procedures set forth in the VA CCN Requirements.

- f. **Third Party Recoveries.** If United, as a third party administrator for the VA, has compensated Provider for Covered Services, United retains the right to recover from applicable third parties responsible for payment for services rendered to an Enrolled Eligible Veteran and to retain all such recoveries. Provider will provide United with such information as United may require in order to pursue recoveries from such third party sources, and to promptly remit to United any monies Provider may receive from or with respect to such sources of recovery.

- g. **Correction of Claims Payments.** United, as a third party administrator for the VA, may recover from Provider amounts owed to United under this Agreement.

Where a claim is denied partially or in its entirety, Provider must file a written reconsideration request in accordance with the VA CCN Requirements within ninety (90) calendar days from the date of denial. Where a claim has not been denied partially or in its entirety, but the Provider believes the claim has been incorrectly paid, the Provider must seek correction of a given claim payment by giving written notice to United within twelve (12) months after the claim was initially processed.

Provider's failure to comply with the foregoing or any other VA CCN Requirements pertaining to timely filing, reconsideration requests, or correction of claim payments will waive any right by Provider to subsequently seek such payment or correction of payment under this Agreement, or through dispute resolution or in any other forum.

United shall have the right, upon written or electronic notice to Provider, to offset overpayments and other amounts Provider owes United under this Agreement against future payments otherwise due to Provider under this Agreement.

- h. **VA CCN Contract Phase-Out.** Provider will use reasonable commercial efforts to submit all VA CCN claims within thirty (30) days from date of service or discharge during the phase-out period of the Prime Contract.
 - i. **Reimbursement of Services after Termination.** United will not reimburse the Provider for any Covered Services provided to an Enrolled Eligible Veteran after this Agreement terminates.
 - j. **Enrolled Eligible Veteran Notification.** Provider shall notify any Enrolled Eligible Veteran seeking professional services from Provider after the date of termination of this Agreement that the Provider is no longer a participating provider with United for VA CCN. The parties agree to cooperate in good faith and without disparagement in connection with information supplied to Enrolled Eligible Veteran in connection with any termination of this Agreement.
6. **Confidentiality.** The parties will treat medical records and all other protected health information of Enrolled Eligible Veteran as confidential in compliance with all applicable laws and regulations.

Neither party may disclose to an Enrolled Eligible Veteran, other health care providers, or other third parties any of the following information (except as required under the Prime Contract or otherwise by an agency of the government):

- i. any proprietary business information, not available to the general public, obtained by the party from the other party;
- ii. the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits, and/or referring providers about the cost of a particular Covered Service or set of Covered Services; or
- iii. any customer list of the other party regardless of how such customer list was generated.

This paragraph does not preclude the disclosure of information by United to a third party as part of the process by which the third party is considering whether to purchase services from United.

Exhibit C

Provider Locations

PROVIDER LOCATION - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	Billing Address for the Service Location
Provider Name	Provider Name
Dekalb County Rehab & Nursing Center	Dekalb County Rehab & Nursing Center
Street Address	Street Address
2600 North Annie Glidden Road	2600 North Annie Glidden Road
City	City
Dekalb	Dekalb
State and Zip Code	State and Zip Code
IL 60115	IL 60115
Phone Number	Phone Number
(815) 758-2477	(815) 758-2477
TIN	
366006548	
National Provider ID (NPI)	
1023011798	
ADDITIONAL PROVIDER LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	Billing Address for the Service Location
Provider Name	Provider Name
Street Address	Street Address
City	City
State and Zip Code	State and Zip Code
Phone Number	Phone Number
TIN	
National Provider ID (NPI)	

ADDITIONAL PROVIDER LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	Billing Address for the Service Location
Provider Name	Provider Name
Street Address	Street Address
City	City
State and Zip Code	State and Zip Code
Phone Number	Phone Number
TIN	
National Provider ID (NPI)	

Provider Name	Provider Name
Street Address	Street Address
City	City
State and Zip Code	State and Zip Code
Phone Number	Phone Number
TIN	
National Provider ID (NPI)	

Exhibit B
Free Standing Skilled Nursing Facility
Veterans Affairs Community Care PPS Payment Appendix

DEKALB COUNTY GOVERNMENT DBA DEKALB COUNTY REHAB & NURSING CENTER

APPLICABILITY

This Payment Appendix applies to Covered Services rendered to Enrolled Eligible Veterans.

SECTION 1
Definitions

Unless otherwise defined in this Section 1, capitalized terms used in this Appendix have the meanings assigned to them in the Agreement, (or the meanings assigned in the Agreement to equivalent terms, such as "Benefit Contract" instead of "Benefit Plan", and "Health Services" instead of "Covered Services"). If any definition in this Appendix conflicts with another definition in the Agreement (including a definition of an equivalent term), the definition in this Appendix controls, with regard to Benefit Plans subject to this Appendix.

Admission: The admittance of an Enrolled Eligible Veteran to a licensed Skilled Nursing Facility for approved and covered Skilled Nursing Services upon the medically appropriate order of a Physician/Advanced Practice Clinician.

CMS: The Centers for Medicare and Medicaid Services.

CMS Fee Schedule Amount: The fee amount specified in the Medicare fee schedule published by the Centers for Medicare and Medicaid Services for the CMS Carrier Locality in which services were provided as of the date of service.

Customary Charge: The fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is an Enrolled Eligible Veteran.

Enrolled Eligible Veteran Expenses: Copayments, deductibles, or coinsurance that are the financial responsibility of the Enrolled Eligible Veteran according to the Enrolled Eligible Veteran's Benefit Plan.

Eligible Charges: The Customary Charge for Covered Services.

Inpatient Skilled Nursing Facility Prospective Payment System (CMS SNF PPS): The CMS method of reimbursement utilized for inpatient Skilled Nursing Facility services, as of the date of service.

Payment Method: A methodology for determining the Reimbursement Rate under this Appendix.

Per Unit: The Payment Method designated "Per Unit" for Covered Services as set forth in Tables 2 and 3 of this Appendix, based on the CPT/HCPCS specific fee listed in Tables 2 and 3 in this Appendix for each unit of a Covered Service provided to a Enrolled Eligible Veteran. The units reported for Covered Services for which the Reimbursement Rate is a Per Unit must always equal the number of times a procedure or service is performed.

Physician/Advanced Practice Clinician: A Doctor of Medicine ("M.D."), a Doctor of Osteopathy ("D.O."), an Advance Practice Nurse Practitioner ("NP") or another health care professional authorized under all applicable law and Facility bylaws to admit or refer Enrolled Eligible Veterans to Facility for Skilled Nursing Services and provide Covered Services to Enrolled Eligible Veterans.

Separately Reimbursable Covered Services: The Covered Services provided by Facility on an inpatient or outpatient basis set forth in Table 3 of this Appendix.

Skilled Nursing Facility: As defined in Section 1819(a) of the Social Security Act (the "Act"), the term "Skilled Nursing Facility" means an institution (or a distinct part of an institution) which (1) is primarily engaged in providing to residents (A) skilled nursing care and related services for residents who require medical or nursing care, or (B) rehabilitation services for the rehabilitation of injured, disabled, or sick persons, and is not primarily for the care and treatment of mental diseases; (2) has in effect a transfer agreement (meeting the requirements of section 1861(l)) of the Act with one or more hospitals having agreements in effect under section 1866 of the Act; and (3) meets the requirements for a skilled nursing facility described in subsections (b), (c), and (d) of Section 1819 of the Act, and any and all other certification requirements of the Centers for Medicare and Medicaid Services (CMS) and or applicable law, rule or regulation.

Skilled Nursing Services: Services that meet all applicable CMS and/or MA Organization's coverage guidelines for Skilled Nursing Services, including all of the following criteria: (a) delivered or supervised by licensed technical or professional medical personnel in order to obtain the specified medical outcome and provide for the safety of the patient; (b) ordered by a Physician/Advanced Practice Clinician; and (c) necessary for the treatment of the sickness or injury. Services relating to Custodial Care are not Skilled Nursing Services. A determination whether a service is a Skilled Nursing Service is based on both the skilled nature of the service and the need for Physician/Advanced Practice Clinician-directed medical management. Whether a service is a Skilled Nursing Service is not determined by the caregiver who performs the service.

VA Fee Schedule Amount: The fee amount specified in the current Veterans Administration fee schedule published by the United States Department of Veterans Affairs pursuant to 38 CFR 17.55 or 17.56, as applicable, as of the date of service.

SECTION 2 Payments for Covered Services

2.1 Payments Generally. Payments to Facility under this Appendix will be the lesser of (1) Facility's aggregate Eligible Charges, or (2) payment amounts ("Reimbursement Rate") set forth in this Section and in accordance with all of the terms and conditions of the Agreement and this Appendix. Facility agrees to submit all claims for payment in accordance with all applicable coding and billing guidelines issued by CMS or United, including, without limitation, as specified in this Appendix.

2.2 Reimbursement Rates for Skilled Nursing Services Admissions. For the provision of Covered Services to an Enrolled Eligible Veteran during an Admission, the Reimbursement Rate is determined as described in this Section 2.2 including Table 1 and Section 2.5 including Table 3, subject to CMS Skilled Nursing Facility (SNF) Consolidated Billing bundling requirements and UnitedHealthcare Policies and Protocols. The Reimbursement Rate for an Admission is the Reimbursement Rate in effect on each day of the Admission. Facility must meet all CMS certification requirements applicable to a Covered Service to be eligible for reimbursement under this payment appendix.

Table 1: Skilled Nursing Services Category Table

SERVICE CATEGORY	SERVICE CATEGORY DEFINITION	PAYMENT METHOD	REIMBURSEMENT RATE
Skilled Nursing Services	Revenue Code 0022 with applicable HIPPS Rate code(s)	CMS SNF PPS	100 %

2.3 Groupings, Reimbursement Rates and Updates. United will follow the grouping and update procedures set forth below in connection with the CMS SNF PPS Payment Method:

(a) Determination of Reimbursement Rates using CMS SNF PPS Payment Method. The Reimbursement Rates for inpatient services using the CMS SNF PPS Payment Method will be determined in accordance with CMS’ methodology for calculating these payments applicable to services provided by Facility, subject to UnitedHealthcare Policies and Protocols.

(b) Methodology Updates: If CMS modifies the methodology used to calculate SNF PPS payments under original Medicare (that is Medicare Part A and Part B) or the Medicare Advantage Program, United will update its methodology, used to calculate Facility’s Reimbursement Rate for services provided by Facility to Enrolled Eligible Veterans to be consistent with CMS methodology. This update will occur as close to the CMS effective date as is reasonably possible, but in no case later than 45 days after the effective date of CMS’ modification. Except, if the effective date is earlier than the date on which CMS places information regarding a modification in the public domain (for example, a retroactive modification or a change to a previously announced modification), United will update its methodology within 45 days after the date on which CMS places that information in the public domain. United will not adjust claims for which payment has correctly been made in accordance with the applicable CMS Payment Method in effect prior to United’s update.

2.4 Reimbursement Rates for Outpatient Covered Services. The Reimbursement Rate for the provision of the Covered Services set forth in Table 2 of this Appendix rendered by Facility to an Enrolled Eligible Veteran on an outpatient basis (not during an Admission), will be as set forth in Table 2 of this Appendix. Facility is required to identify each date of service when submitting claims for Outpatient Covered Services spanning multiple dates of service.

If more than one type of Service Category is provided to an Enrolled Eligible Veteran on an outpatient basis during one calendar day, United or Payer will pay facility for each Service Category.

Table 2: Outpatient Covered Services Category Table

SERVICE CATEGORY	SERVICE CATEGORY DEFINITION	PAYMENT METHOD	REIMBURSEMENT RATE
Physical Therapy	Revenue Codes 0420, 0421, 0422, 0423, 0424, 0429 with applicable CPT/HCPCS codes	Per Unit	100% of CMS Fee Schedule
Occupational Therapy	Revenue Codes 0430, 0431, 0432, 0433, 0434, 0439 with applicable CPT/HCPCS codes	Per Unit	100% of CMS Fee Schedule
Speech Therapy	Revenue Codes 0440, 0441, 0442, 0443, 0444, 0449 with applicable CPT/HCPCS codes	Per Unit	100% of CMS Fee Schedule

2.5 Reimbursement Rates for Separately Reimbursable Covered Services. The Reimbursement Rate for the provision of the Covered Services set forth in Table 3 of this Appendix rendered by Facility to an Enrolled Eligible Veteran on an inpatient or outpatient basis will be as set forth in Table 3 of this Appendix. If more than one type of Separately Reimbursable Service Category listed on Table 3 below is provided to an Enrolled Eligible Veteran during one calendar day, the applicable Reimbursement Rate for each Separately Reimbursable Service Category will be considered in calculating the aggregate Reimbursement Rate.

Table 3: Separately Reimbursable Covered Services Category Table

SERVICE CATEGORY	SERVICE CATEGORY DEFINITION	PAYMENT METHOD	REIMBURSEMENT RATE
Annual Vaccination - Influenza	Revenue Codes 0636 and CPT Codes 90630-90698, 90756, HCPCS Codes Q2034-Q2039	Per Unit	100% of CMS Fee Schedule
Annual Vaccination Administration - Influenza	Revenue Code 0771 and HCPCS Code G0008	Per Unit	100% of CMS Fee Schedule
Annual Vaccination - Pneumococcal	Revenue Code 0636 and CPT Codes 90670 or 90732	Per Unit	100% of CMS Fee Schedule
Annual Vaccine Administration - Pneumococcal	Revenue Code 0771 and HCPCS Code G0009	Per Unit	100% of CMS Fee Schedule

**SECTION 3
Miscellaneous Provisions**

3.1 Inclusive Rates. The Reimbursement Rates established by this Appendix for the service categories listed in Tables 1, 2, and 3 are all-inclusive and represent the entire payment for the provision to the Enrolled Eligible Veteran of all Covered Services that are in the applicable service category, including but not limited to those Covered Services that are generally and customarily provided as a part of the service in the applicable service category. No additional payments will be made for any services or items covered (or not covered) under the Enrolled Eligible Veteran’s Benefit Plan and billed for separately by Facility.

- a. For Covered Services that are not covered by the Medicare program or for which the Medicare program does not have local pricing, the Reimbursement Rate is 100% of the applicable VA Fee Schedule.
- b. For Covered Services that are not covered by the Medicare program or for which the Medicare program does not have local pricing and for which the VA Fee Schedule does not have pricing, the Reimbursement Rate is 100% of Facility’s Customary Charges for Covered Services.
- c. For Covered Services which are marked as approved under Mill Bill, the Veterans Millennial Health Care Act, the Reimbursement Rate is the lesser of the amount for which the Customer is responsible or 70% of the CMS Fee Schedule.

3.2 Payment Code Updates. United will update CPT codes, HCPCS codes, ICD codes or successor version and/or revenue codes according to Health Insurance Portability and Accountability Act requirements based on (a) the latest edition of the Current Procedural Terminology (CPT) manual which is revised by the American

Medical Association, (b) the latest edition of the HCPCS manual which is revised by the Centers for Medicare and Medicaid Services (CMS), (c) the latest edition of the ICD manual which is issued by the U.S. Department of Health and Human Services and (d) the latest revenue code guidelines from the National Uniform Billing Committee. Unless specified elsewhere in this Payment Appendix, the Reimbursement Rate for a new, replacement, or modified code(s) will be at the existing Reimbursement Rate for the appropriate code(s) it replaced or modified. United will not generally notify Provider of these code updates.

(a) Routine Maintenance: United routinely updates the fee schedule in response to changes published by the Fee Source, such as fee amount changes. United will use reasonable commercial efforts to implement the fee schedule changes in its systems within 90 days after final publication. These changes will be effective in our system on the effective date of the change provided by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by the U.S. Department of Veterans Affairs.

United also routinely updates the fee schedule in response to coding changes as described in this Appendix. When implementing coding updates, United will apply the same percentage(s) as set forth above in section 1 and the then current value of the published code to determine the Reimbursement Rate. United will use reasonable commercial efforts to implement such changes within 90 days from the date of publication. Claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by the U.S. Department of Veterans Affairs. United will not generally notify Facility of these code updates.