

**AGREEMENT
BETWEEN
INDEPENDENT CARE HEALTH PLAN
AND
LOCAL WIC AGENCY**

The intent of this Agreement is to collaborate between the local Special Supplemental Nutrition Programs for Women, Infants and Children (WIC Agency) and Independent Care Health Plan, a licensed health maintenance organization insurer, (*iCare* or Independent Care).

The Local WIC Agency agrees to:

1. Cooperate and communicate with *iCare* to ensure appropriate services of WIC participants.
2. Make available to *iCare* members non-billable services which may include one or more of the following:
 - immunization screening
 - nutrition services and supplemental foods
 - breast feeding promotion and support
 - body mass index identification
3. Local WIC Agency shall only provide those services to *iCare* members as determined appropriate at the time of the WIC visit.
4. Refer to and coordinate services with the primary care provider (PCP) of the member as needed according to WIC policies and guidelines, using signed consent when required per WIC confidentiality policies.
5. Give appropriate assistance to member who expresses difficulty in gaining access to *iCare* and/or to the PCP.
6. Encourage members to seek medical care through *iCare*.
7. Provide agency contact information to the *iCare* and notify the *iCare* of any changes.

Independent Care agrees to:

1. Refer all WIC categorically eligible *iCare* members to the Local WIC Agency. This includes pregnant women and children under five years old. This may involve care coordinators who call *iCare* members and ensuring providers in the contracted network are educated about making referrals to WIC.

2. Provide Local WIC Agency with the referral processes and point of contact for questions to be used when *iCare* members require assistance from the *iCare*.
3. Encourage *iCare* providers to arrange an appointment for *iCare* member within two weeks of the Local WIC Agency referral if the member has not been under care.
4. Provide, on request, feedback to the Local WIC Agency regarding the *iCare* member's follow-up or lack of follow-up with the PCP.
5. Provide *iCare* contact information to the Local WIC Agency and notify the Local WIC Agency of any changes.

This Local WIC Agency provides Blood Lead Screening Services.

The Local WIC Agency agrees to:

1. Determine Medicaid eligibility on every individual prior to providing a billable service, including determining BadgerCare Plus and Medicaid SSI HMO enrollment. This may be done by using the online ForwardHealth Portal or by calling WiCall at 1-800-947-3544, 24 hours a day, 7 days a week for eligibility verification.
2. Coordinate screenings with the PCP of the member to ensure appropriate testing schedule is followed. This may be done by using the Wisconsin Blood Lead Registry.
3. Report elevated blood lead screening results done by the Local WIC Agency to the identified PCP.
4. Provide access to records for compliance with Wisconsin BadgerCare Plus and Medicaid SSI contract.
5. Cooperate and communicate with *iCare* to remove access barriers, coordinate care and ensure continuity and culturally appropriate care and services to *iCare* members.
6. Maintain proper license(s) and certification(s) or accreditation(s) as required by state law and promptly submit evidence of such license, certification, and/or accreditation to *iCare* upon request.
7. WIC Agency agrees to submit all claims for covered services rendered where *iCare* is primary within 120 days of the date of service. Claims which contain multiple dates of service on one claim will be treated as follows dependent upon the type of Claim/service being billed: i) for home and community-based waiver services and facility inpatient services, the latest date of service represented on the Claim will be the date used to determine timely filing for the entire Claim; ii) for professional Claims and facility outpatient Claims, each date of service represented on the Claim (Claim line) will be assessed individually for timeliness. Claims submitted to HMO for which Medicare is primary must be received within 90 days of the date of the Medicare EOMB provided that such claims were initially submitted to Medicare for consideration within 365 days of the date of service. All other claims for which

iCare is the secondary payer must be submitted with an EOB from the primary payer within 365 days of the date of service. The claims submission deadline of either 365 days of the date of service or 90 days of the date of the Medicare EOMB applies to all initial claim submissions and resubmissions. WIC Agency agrees that claims for covered services received subsequent to the expiration of these time periods are ineligible for payment and WIC Agency shall not bill or seek payment for such expired claims from members.

8. WIC Agency may request a reconsideration from *iCare* if WIC Agency disagrees with *iCare*'s payment or denial determination on a claim. WIC Agency must submit the reconsideration request in writing within sixty (60) calendar days of the initial claim payment or denial notice. Independent Care has forty-five (45) calendar days from the date of receipt of the request to respond in writing to WIC Agency.

If WIC Agency does not agree with the results of the reconsideration, or if *iCare* fails to respond to the WIC Agency's request for a reconsideration within forty-five (45) days, WIC Agency may file a formal appeal with *iCare*. Requests for an appeal must be submitted in writing within sixty (60) calendar days of the date the WIC Agency is notified of the initial claim payment or denial notice, the decision on the reconsideration, or the end of the forty-five (45) day period for a reconsideration response (if no response was received) as applicable. Independent Care has forty-five (45) calendar days from the date of receipt of the request for an appeal to respond in writing to WIC Agency

If WIC Agency is not satisfied with *iCare*'s response to an appeal, or if *iCare* does not respond to WIC Agency within the required timeframe as set forth above, WIC Agency may appeal to the Department of Health Services (DHS). WIC Agency is required to first exhaust all appeal rights with *iCare* before appealing to DHS. All appeals to DHS must be submitted in writing to DHS within sixty (60) calendar days of *iCare*'s final decision or failure to respond to WIC Agency, as follows:

Badger Care Plus/Medicaid SSI
Managed Care Unit – Provider Appeal
P.O. Box 6470
Madison, WI 53716-0470
Fax Number: 608-224-6318

Independent Care agrees to:

1. Allow WIC Agency to provide blood lead screening services to *iCare* members.
2. Reimburse WIC Agency the amount indicated on the Medicaid fee schedule for the covered services in effect on the date the service was rendered, less any applicable member coinsurance and deductible, and any other applicable administrative or regulatory fee adjustment imposed by Medicaid fee for service, and exclusive of any quality or value based incentive adjustments that would have been applied to the provider payment by Medicaid fee for service had the claim been for covered services rendered to a fee-for service Medicaid beneficiary.
3. Reimburse WIC Agency within 30 days of receipt of completed clean claim per the Medicaid fee schedule.


4. Follow appeal procedures as required by the BadgerCare Plus and Medicaid SSI HMO contract and abide by the timelines as required in the contract and as outlined in iCare's provider reference manual.

The parties mutually agree:

Any communication, data reporting or other disclosure of information under this agreement shall be done consistent with all applicable state and federal laws including, but not limited to, the security and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA).

This Agreement shall be effective on the date of the last to sign of the parties as set forth below. Either party may terminate this Agreement upon thirty (30) days written notice delivered in person, by courier or by United States mail, postage prepaid and certified.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Independent Care Health Plan	WIC Agency
Authorizing Signature: 	Authorizing Signature:
Name: Tony Mollica	Name:
Title: CEO/President	Title:
Date:	Date:
Name and Contact Information (if known) – Designated HMO Liaison Bao Xiong Supervisor of Care Coordination - Badger Care Plus 414-918-7539 bxiong@icarehealthplan.org 1555 N. RiverCenter Drive, Suite 206 Milwaukee, WI 53212	Name and Contact Information (if known) – Designated WIC Agency Liaison