

AGREEMENT

THIS AGREEMENT is made and entered by and between the County of Lancaster, Nebraska, on behalf of the Lancaster County General Assistance Office, hereinafter referred to as "County," and Innovative Pain & Spine Specialists, located at 7121 Stephanie Ln #102, Lincoln, NE 68516; hereinafter referred to as "Provider."

WHEREAS, the County does not possess the resources to provide specialized medical care and assistance to all General Assistance clients and as a result, the County occasionally contracts with private medical providers for such specialized care; and

WHEREAS, several clients in the General Assistance program have pending claims with the Social Security Administration and may be eligible for retroactive Medicaid benefits, and in such cases, all pending medical bills for these clients are placed in a pending status; and

WHEREAS, many of the private medical providers do not have the operating capital or cash flow to absorb these costs and continue serving General Assistance clients; and

WHEREAS, it is the County's intent to provide payment for the specialized medical care with the understanding that the Provider will reimburse the County if/when the General Assistance client who received such care is later determined to be eligible for Medicaid reimbursement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. **TERM.** This agreement shall be effective upon execution of both parties and continue in full force and effect unless terminated by either party pursuant to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In the event that either party terminates this Agreement and the County later receives notification that a client served by the Provider has been approved for Medicaid, the Provider agrees to reimburse the County for all payments rendered for medical care and services provided within the Medicaid eligibility dates, as further detailed in Paragraph 4 of this Agreement.
2. **PURPOSE.** The purpose of this Agreement is set forth the terms and conditions of the aforementioned reimbursement arrangement between the County and the Provider.
3. **SERVICES TO BE PROVIDED.**
 - 3.1 **Service Description.** The Provider agrees to only provide medical care and services that have received prior authorization by the County. Such authorization will be done initially by telephone from the On-Call Nurse from the County with written documentation provided via fax during the next business day. Such

authorization shall be done on the "County Service Approval Form," as provided by the Lincoln/Lancaster County Health Department and include a description of the services authorized.

- 3.2 The Provider agrees to submit a bill for services to the County on the appropriate billing form (HCFA 1500 or UB-92), including an itemized list of all charges, the actual cost of the care, and the Medicaid rate, if possible, for these charges, as established by the Federal Government.
- 3.3 In the event of a discrepancy, the County will not accept any claims for medical care or services provided unless written documentation evidencing prior authorization from the County is provided.

4. PAYMENTS AND REIMBURSEMENT.

- 4.1 The County agrees to pay the Provider at the established Medicaid rate for pre-authorized medical care and services provided to General Assistance clients within sixty (60) days of receipt of the claim from the Provider.
- 4.2 The County will notify the Provider in writing when a Medicaid eligibility period is established for any General Assistance client receiving services from Provider.
- 4.3 When notified, the Provider agrees to reimburse the County within sixty (60) days for all payments rendered for medical care and services provided within the Medicaid eligibility dates and submit the appropriate bills to Medicaid for payment.
- 4.4 The County agrees to notify the Provider within sixty (60) days when a bill for services is received and the services are not covered by the GA program.

5. INDEPENDENT CONTRACTOR. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Provider shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Provider. Neither the Provider's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave.

6. HOLD HARMLESS. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this

Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

7. NON-DISCRIMINATION. The parties agree that in providing services pursuant to this Agreement, they shall not discriminate against any employee, applicant for employment, General Assistance client, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.
8. CONFIDENTIALITY. The Provider agrees that it shall be compliant with the Health Insurance Portability and Accountability Act of 1996 and implementing regulations pertaining to confidentiality of health information.
9. NON-ASSIGNABLE. This Agreement cannot be assigned by the Provider without prior written permission from the Lancaster County Board of Commissioners.
10. GOVERNING LAW. The laws of the State of Nebraska shall govern the rights and obligations of the parties under this Agreement.
11. EMPLOYEE VERIFICATION. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Provider agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Provider shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. Provider shall require any subcontractor to comply with the provisions of this section.

EXECUTED this 25 day of May, ²⁰¹⁷~~2016~~, by the Provider.

By: David Roth
Title: Practice Administrator

EXECUTED this ____ day of _____, 2016, by Lancaster County,
Nebraska.

By: _____
~~Roma Amundson~~, Chair Todd Wiltgen
Lancaster County Board of
Commissioners

APPROVED AS TO FORM
this ____ day of _____, 2016

Deputy County Attorney
for Joe Kelly
County Attorney