SERVICE AGREEMENT

This Agreement is entered into by and between HINES & ASSOCIATES, INC. (hereinafter referred to as HINES) and COUNTY OF DAKOTA COUNTY (hereinafter referred to as THE GROUP),

WHEREAS, HINES desires to provide utilization review services and/or other services for the management of Health Care claims of the members of THE GROUP,

WHEREAS, THE GROUP desires to obtain utilization review services and other services from HINES, for the management of such Health Care claims of the members of THE GROUP,

WHEREAS, it is the purpose of this Agreement to establish a relationship whereby HINES will perform the services (hereinafter referred to as "SERVICES") as described on the Exhibits for THE GROUP,

WHEREAS, HINES warrants that it will provide the utilization review SERVICES required under this Agreement in a prompt, efficient, effective, and economic manner,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties covenant and agree as follows:

1. SERVICES AND DEFINITIONS. See Exhibit 1 & 2 (attached and made a part hereof).

2. SCOPE OF SERVICE. HINES agrees that for the term of this Agreement as set forth in Section 3 hereof, it will provide to THE GROUP the SERVICES outlined on the Exhibits with respect to medical care proposed for eligible members of THE GROUP and for their eligible dependents (hereinafter collectively referred to as "Covered Persons"), covered under the health benefits programs established and maintained by THE GROUP. Covered Persons whose primary coverage is to be provided by another health program, Medicare or Workers' Compensation will not be included in the category of Covered Persons for which SERVICES are performed. For members whose primary coverage is not through THE GROUP, but who have eligible dependents of THE GROUP, the member must be counted in the employee count for the employee per month service fees (see Exhibits).

THE GROUP will interpret the benefit plan, maintain a list of eligible employees and dependents, as well as adjudicate and pay the Health Care claims.

HINES will make recommendations to THE GROUP on the medical necessity and/or appropriateness of Health Care SERVICES provided or proposed to be provided as defined by and in accordance with those SERVICES that require precertification as listed on the Exhibits and other health care SERVICES upon request. HINES and THE GROUP agree that only THE GROUP will make the final determination as to payment or the denial of payment of any claim and/or authorization for delivery of any Health Care SERVICES.

HINES will provide In-Network and Out-of-Network health care claim review for cost control recommendations for claims which have been sent to HINES by THE GROUP. HINES and THE GROUP agree that only THE GROUP will make the final determination as to payment or the denial of payment of any claim for health care SERVICES.

THE GROUP agrees that healthcare providers are exclusively responsible to patients for all health care services provided to members of THE GROUP.

3. TERM AND TERMINATION. This Agreement shall be for a term of one year from the effective date of March 1, 2023 and shall automatically renew for twelve month periods thereafter with sixty (60) days notice of any pricing changes. Either party may terminate this Agreement at any time after the initial year by giving written notice to the other party at least thirty (30) days before the date of termination, which date shall be specified in the notice.

Either party may terminate this Agreement in the event of a material default, other than a failure to pay by the other party. Such termination shall be effective thirty (30) days after written notice specifying the default has been given to the defaulting party, unless the default has been cured before the end of the thirty (30) day period.

This Agreement may be terminated immediately by HINES for failure to receive payment from THE GROUP within thirty (30) days of its due dates set forth in Section 8 of this Agreement, except said failure to pay must be in writing delivered to the parties described in Section 15 and THE GROUP shall be given ten (10) working days notice from the date of default to cure any default in payment. A dispute as to the number of participants eligible shall not in and of itself be the basis for termination.

4. NOTICE OF DETERMINATION AND CONTACT. HINES agrees to contact THE GROUP or THE CLAIM PAYER designee, the patient, the patient's physician, and/or the hospital regarding HINES' recommendations on the medical necessity and/or appropriateness of Health Care SERVICES provided or to be provided to the Covered Persons for SERVICES under the utilization review program. HINES assumes no responsibility for communications to THE GROUP when THE CLAIM PAYER is the designated contact.

5. PROFESSIONAL SERVICES. HINES agrees to secure or provide the services of licensed physicians, including subcontracting with URAC accredited Independent Review Organizations, as reasonably required to act in the capacity of advisors or consultants to assist in making review determinations.

HINES agrees to provide a telephonic answering system to be utilized during non-business hours, holidays and other closed office situations according to the guidelines of the Utilization Review Accreditation Commission (URAC).

HINES will maintain any applicable state licensures and conform to all applicable laws in all applicable jurisdictions. HINES will notify THE CLAIM PAYER and THE GROUP within thirty (30) days in the event its license in the applicable jurisdiction is relinquished or revoked.

6. INSURANCE OR PLAN COVERAGE AND ELIGIBILITY. HINES will provide written or verbal notification that HINES is certifying medical necessity and does not guarantee eligibility, benefit coverage, or payment. Payment will be based on THE GROUP or THE CLAIM PAYER's review to determine eligibility and availability of benefits at the time SERVICES are rendered. All questions regarding claim issues are referred to THE CLAIM PAYER. HINES shall have no legal liability or financial responsibility in connection with claim payment or denial decisions by THE CLAIM PAYER or THE GROUP. HINES also has no legal liability or financial responsibility in connection with provider network contracts or stop loss or reinsurance contracts, disclosures, or reimbursements.

7. REPORTS. HINES will provide THE GROUP with electronic reports of its activities under this Agreement as outlined in the Exhibits and in compliance with HIPAA guidelines. Reports do not imply that HINES assumes any responsibility for stop loss or reinsurance disclosures. HINES price estimations for current or future medical services are estimations only based on possible service utilization or condition changes. HINES has no legal liability or financial responsibility for the claims submitted by health care SERVICE providers.

HINES agrees to provide THE GROUP with HINES' standard reports, in compliance with HIPAA guidelines, and will customize the form if possible under the existing program. Ad hoc reporting fees may apply. HINES assumes no responsibility for sharing reports directly to THE GROUP when The CLAIM PAYER is the designated contact.

8. FEES AND PAYMENT. THE GROUP shall abide by the terms of the Exhibits hereto and this section. THE GROUP shall pay HINES a fee in the amount shown in the Exhibits (attached and made a part hereof) for the SERVICES. Fees specified on the Exhibits will remain in effect for the time period specified in Section 3 of the contract, thereafter to be negotiated upon renewal. If THE GROUP requests SERVICES or negotiations by HINES and later chooses not to use the information obtained by HINES, the time spent by HINES is still payable by THE GROUP. THE GROUP will pay HINES within thirty (30) days of the invoice date for SERVICES already rendered. HINES also has no legal liability or financial responsibility in connection with provider network contracts or stop loss or reinsurance contracts, disclosures, or reimbursements. HINES does not guarantee that attempts to negotiate billed charges with a provider of medical services will be successful and only negotiation letters with sign-off by the provider will indicate a completed negotiation accepted by THE GROUP.

By the 10th day of each month, HINES shall invoice THE GROUP for the SERVICES provided by Hines to THE GROUP during the prior month. Payment is due in full by THE GROUP within 30 days of the invoice date. Any payment more than ten (10) days past due shall accrue interest until paid in the amount of one percent (1%) per month. THE GROUP agrees to pay all interest, collection costs and expenses, including reasonable attorney's fees, incurred by HINES in collecting or attempting to collect such past due amounts.

THE GROUP agrees to comply with its payment obligations in connection with this SERVICE AGREEMENT and the applicable Exhibits.

9. ACCESS TO RECORDS AND ASSISTANCE. HINES agrees that during normal business hours, THE GROUP or THE CLAIM PAYER shall have access to and the right of examination of records, which relate to any SERVICES provided to THE GROUP under this Agreement. Such access and right of examination shall continue to be provided to THE GROUP or THE CLAIM PAYER for a period of six (6) months following the termination of the Agreement and consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any amendments as dictated by federal law.

HINES will, upon request of THE GROUP, provide reasonable assistance to THE GROUP or patient in the event legal action is brought to collect amounts which are billed for medical SERVICE(S) rendered following a HINES' determination and notice (as specified in Section 4 of the Agreement) that the SERVICE(S) was not medically necessary and/or not appropriate. HINES will:

a. Provide access to HINES' review records relating to SERVICES provided under this Agreement, which are directly related to the subject matter of the litigation.

b. Make available the appropriate HINES' employee(s) to comment regarding the basis upon which the determination was made that the rendered SERVICE was not medically necessary and/or appropriate.

c. Make available, at THE GROUP'S expense, the appropriate physician advisor or consultant, to comment regarding the basis upon which the determination was made that the rendered SERVICE was not medically necessary and/or appropriate. HINES and its physician advisors and consultants will be reimbursed by THE GROUP in connection with such litigation assistance for reasonable out-of-pocket expenses incurred for travel lodging, meals of employees, physician advisors, and consultants.

10. EXTERNAL APPEALS. If an external appeal is requested, HINES will cooperate with THE CLAIM PAYER regarding release of information necessary to conduct this level of peer review. HINES will not pay the cost of the external appeal but will assist THE CLAIM PAYER in locating the external review organization.

11. COMMUNICATIONS AND CONFIDENTIALITY. Any communications relating to HINES' SERVICES under this Agreement prepared for distribution by HINES or THE GROUP to any person or entity, including physicians, Covered Persons, or to the general public will be released only after consultation between HINES and THE GROUP and only in accordance with applicable state and federal law governing the confidentiality of patient medical records. Upon mutual agreement HINES or THE GROUP may communicate with Covered Persons, physicians, and hospitals regarding review decisions or the review mechanisms to be utilized or modified under this Agreement and in accordance with HIPAA and any amendments as dictated by federal law.

The data furnished in accordance with this Agreement is Confidential Information and any use, furnishing, disclosure, publication, or revealing in any way by either party of Confidential Information furnished under the terms of this Agreement to any person, organization, firm, or government agency contrary to law or to the provisions of this Agreement shall obligate the party failing to maintain the confidentiality of Confidential Information to indemnify and hold harmless the other party from any claim, injury, damage, liability, judgment, or expense arising from that party's failure to maintain the confidentiality of said Confidential Information occurring during the term of this Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by the party seeking indemnity.

In the event either party is served with a subpoena, request for production of documents or similar legal process relating to review decisions or the review mechanisms to be utilized or modified under this Agreement, such party shall promptly notify the other party of the service of such process so that such other party may determine whether any Confidential Information is or may be included in materials sought by such subpoena, request or process. Such party may at its own expense, take such legal action, as it deems necessary to preserve the confidentiality of its data or information.

12. INDEMNITY. HINES shall be solely liable for all of its review decisions and those of its employees, agents or other representatives or designees. HINES will provide its own policy of liability insurance with a minimum three million ($3,000,000.00) dollar coverage. THE GROUP shall be solely liable for all of THE GROUP'S payments, claim payment decisions, and eligibility and coverage determinations, and those of its employees, agents or other representatives or designees.

THE GROUP shall indemnify and hold harmless HINES, its directors, officers, agents and employees for any and all claims, injury, damage, liability, judgment and expenses, including any reasonable attorney fees and expenses, arising out of a HINES' determination of the absence of medical necessity or appropriateness of SERVICES unless the determination is attributable in whole or in substantial part to an error, omission, or negligent act of HINES, its agents, employees, or other representatives or designees.

HINES shall indemnify and hold harmless THE GROUP and its directors, agents, officers or employees from and defend against any and all claims, lawsuits, judgments, settlements, and expenses, including reasonable attorney's fees, caused by the negligence or willful misconduct of HINES.

Where HINES is named a nominal defendant, in a proceeding wherein the issues concern coverage or eligibility for benefits under THE GROUP'S benefit plan, THE GROUP shall defend HINES without cost to HINES, and/or indemnify HINES for any and all costs incurred by HINES in defending the action, including without limitation attorneys' fees. Notwithstanding this provision, the tender of the defense of this matter shall not include any authority to settle the matter without the express written consent of HINES.

It shall be the responsibility of THE GROUP and/or THE CLAIM PAYER, to select services that reflect the requirements of the benefit plan and any other parties, such as stop loss.

It shall be the responsibility of the Plan Sponsor or designee to notify HINES of the Plan grandfather status, and of any changes to the grandfather status or contribution rates at least 30 days in advance.

Carve-Out Services: In the event that THE GROUP contracts with a third party vendor to perform a subset of utilization review and other health care management services ("Carved-Out Services") similar or substantially similar to those services identified in Exhibit 1, HINES shall have no legal liability or financial responsibility in connection with the determinations of the third party vendor ("CARVED-OUT SERVICES VENDOR"). In addition, THE GROUP shall indemnify and hold harmless HINES, its directors, officers, agents and employees for any and all claims, injury, damage, liability, judgment and expenses, including any reasonable attorney fees and expenses, arising out THE GROUP'S contract with the CARVED-OUT SERVICES VENDOR.

13. LIMITED LICENSE AGREEMENT; CONFIDENTIALITY.

a. During the term of this Agreement, HINES may convey or deliver to THE GROUP certain software, policies, procedures, checklists, technologies, processes and operations, studies, summaries, notes, data and other proprietary information pertaining to HINES and the SERVICES (collectively "Proprietary Information"). All Proprietary Information shall remain the sole property of HINES.

b. Subject to the terms and conditions of this Agreement, HINES hereby grants to THE GROUP a nonexclusive, revocable license, with no rights to grant sublicenses, to use the Proprietary Information for the sole purpose of verifying THE GROUP'S compliance with applicable law and for no other purpose. The license shall immediately terminate upon the termination of this Agreement. THE GROUP shall not, without the prior written consent of HINES, disclose by itself or through any of its employees or representatives ("Representatives") any Proprietary Information to any third party.

c. THE GROUP shall take all reasonable steps to safeguard and protect the Proprietary Information from any theft, loss, unauthorized access, unauthorized use or disclosure and accord it at least the same degree of confidential and proprietary treatment as THE GROUP gives its own confidential and proprietary information. Unless otherwise required by law, THE GROUP will disclose Proprietary Information only to those of its Representatives on a need-to-know basis and will notify its Representatives who are provided any of the Proprietary Information or who may otherwise have occasion to view, handle, or obtain any of the Proprietary Information, of the terms of this Agreement and their obligation to comply with each of them.

d. In the event that THE GROUP or any of its Representatives is requested or required pursuant to legal process to disclose any Proprietary Information, it is agreed that THE GROUP will provide HINES with prompt written notice of such request so that HINES may, at HINES' option and its own expense, seek an appropriate protective order, written waiver in respect of compliance with this Agreement, or other remedy to assure that the Proprietary Information will be accorded confidential treatment.

If HINES fails to seek such protective order or waiver within thirty (30) days of written notice from THE GROUP under this subparagraph (d), or HINES fails to otherwise promptly pursue such protective order and obtain such a protective order prior to the date THE GROUP is legally compelled or required to disclose the Proprietary Information, then THE GROUP may disclose that portion of the Proprietary Information which it is required or compelled to disclose.

e. Immediately prior to the termination of this Agreement or at any time upon written request of HINES, THE GROUP shall promptly return or destroy, as directed by HINES all Proprietary Information, including all copies thereof in possession of THE GROUP or any of its employees or legal representatives. Upon the request of HINES, THE GROUP shall furnish to HINES a signed affidavit providing assurances as to the return or destruction of the Proprietary Information. Information which is held in electronic form shall be deemed destroyed when deleted from local hard drives so long as no attempt is made to recover such information from backup tapes, servers, or other sources.

f. It is agreed that money damages would not be a sufficient remedy for any breach of the obligations under this Section 13 of this Agreement by THE GROUP or by any of its Representatives. Accordingly, HINES shall be entitled to seek specific performance, injunctive relief, or any other forms of equitable relief as a remedy for any breach of this Agreement by THE GROUP or its Representatives; provided however, that such remedy(ies) shall not be deemed to be the exclusive remedy(ies) for a breach of the obligations under this Section 13 of this Agreement, but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to the obligations under this Section 13 of this Agreement and if HINES prevails, HINES shall be entitled to recover from THE GROUP HINES' reasonable attorneys' fees and costs (whether incurred before or in litigation and upon appeal).

g. Notwithstanding any provision to the contrary, the provisions of this Sections 13 shall survive the termination of this Agreement.

14. NON-CIRCUMVENT, NON-COMPETITION AND NON-SOLICITATION.

a. It is acknowledged that the intent of section 14.a is solely to protect HINES' confidential and proprietary information. As such, notwithstanding the above, nothing in section 14.a. shall be interpreted as to creating an exclusive relationship between HINES and THE GROUP, nor shall it prevent THE GROUP from approaching or contracting with providers on matters so long as HINES' confidential information is not utilized by THE GROUP.

b. During the term of this Agreement, both parties are prohibited from recruiting the other party's personnel who were involved in the performance of any obligation hereunder.

15. MISCELLANEOUS. The following miscellaneous terms shall apply to this Agreement:

a. This Agreement shall be governed in all respects by the laws of the State of Illinois, except to the extent that federal law applies.

b. HINES shall not enter into an incentive payment provision contained in a written contract or any other type of Agreement with a Health Care provider that is based on reimbursement or refund for the SERVICE performed.

c. In the event any provision of this Agreement conflicts with law or if any provision shall be held illegal or unenforceable or partially illegal or unenforceable by a court with jurisdiction over the parties to this Agreement, then such provision shall be construed and enforced to such extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given effect separately therefrom and shall not be affected thereby.

d. The terms of the Agreement, including its Exhibits constitute the entire Agreement between HINES and THE GROUP. This Agreement, including its Exhibits supersedes all prior communications, representations, or Agreements, verbal or written, between HINES and THE GROUP with respect to the subject matter thereof.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned by either party without the written consent of the other.

f. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

g. All notices required or permitted shall be sent by certified, courier service or personal service delivery mail with return receipt requested and postage prepaid to the below physical address or by email to the below email address for notices:

Steve McClung, Chief Executive Officer
HINES & ASSOCIATES, INC.
14 North Riverside Avenue
St. Charles, IL 60174
Email Address for Notices: Accountmanagementteam@hinesassoc.com

and/or

Name: Cherie Conley Title: County Clerk
COUNTY OF DAKOTA COUNTY
1601 Broadway Street
Dakota City, NE 68731
Email Address for Notices: cconley@dakotacounty.ne.gov

or addresses subsequently furnished in accordance with the terms thereof. All notices will be deemed effective upon receipt.

h. The provisions of section 9, 10, 11, 12, 13, 14 and 15 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the day and year written below.

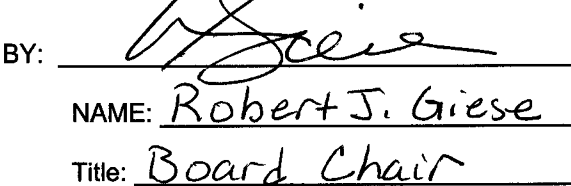
DATED: 02/21/2023

HINES & ASSOCIATES, INC.

BY:
STEVE MCCLUNG
Chief Executive Officer

DATED: 03/20/2023

COUNTY OF DAKOTA COUNTY

BY: 

NAME: Robert J. Giese

Title: Board Chair

EXHIBIT 1
SERVICES AND DEFINITIONS

Acute Inpatient Review - Medical/Surgical:

This is precertification and concurrent review of the medical necessity of an inpatient admission in an acute care hospital. An admission is classified inpatient when the provider charges an actual "Room and Board" rate, rather than an "Observation" rate for each night the patient is confined.

Acute Inpatient Review - Behavioral Health:

This is precertification and concurrent review for acute hospital confinement for patients with a behavioral health disorder or drug or alcohol abuse. This does not include partial hospitalization, sub-acute or residential treatment programs.

BABE^{SM} Critical Care Program:

Specialty high-risk neonatal care management by board certified neonatologist(s) and specialty NICU nurse(s). Service includes peer-to-peer consultations with Hines' perinatologist and attending physician to promote successful outcomes and efficient care.

Behavioral Health Case Management:

The process of working directly with patients, their families, and providers to coordinate the delivery of cost effective, quality care to promote optimal outcomes for patients with acute behavioral health conditions requiring alternative levels of care, such as partial hospitalization and residential care.

Behavioral Health Residential Stays:

Residential treatment stays are done at state licensed facilities that provide short term 24-hour subacute inpatient care for people with mental health and/or chemical dependency disorders in a residential treatment setting when outpatient services do not provide enough structure and safety for treatment of the condition.

Carved-Out Services:

Utilization review and other health care management services provided by a third party vendor under a contractual arrangement with THE GROUP that is separate and distinct from this Agreement.

Carved-Out Services Vendor:

A third party vendor which provides a subset of utilization review and health care management services similar or substantially similar to HINES under a contractual arrangement with THE GROUP.

Case Management Identification:

The process of screening potentially catastrophic cases to determine if case management can positively impact the cost or health outcome for the patient.

Case Management Prescreen:

An evaluation of the merits of the case to determine if active case management will likely result in cost savings to the health plan. This prescreen includes a review of notifications and may include review of diagnostic code and/or contact with the patient, provider and/or claim payer.

Case Management Service:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients with complex or catastrophic conditions. All decisions regarding health care and providers will be made with the patient or legal representative and their physician.

Claim Payer:

A designation given to those professionals who review and adjudicate medical, dental, and/or disability claims. Designated by THE GROUP to act on their behalf.

Concurrent Review:
The process of validating the medical necessity and appropriateness of continued acute inpatient stay after the initial certification has expired.

Consultant:
An agent or broker designated by THE GROUP to consult on their behalf with regard to securing benefits, insurance, claims payer, managed care SERVICES or other SERVICES as designated by THE GROUP.

Covered Person:
Any person satisfying the plan definition of a covered person under a specific plan or policy for whom health insurance benefits are provided in whole or in part by THE GROUP. Covered Persons whose primary coverage is to be provided by another health program, Medicare or Workers' Compensation will not be included in the category of Covered Persons for which SERVICES are performed.

Dialysis Case Management:
The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients needing dialysis.

Discharge Planning:
The process of anticipating home or aftercare needs of patients confined in the hospital. Case management handles discharge planning assistance when the case is open to case management for continuity.

External Appeals:
A peer review that is performed by an entity that is not associated with THE CLAIM PAYER or HINES.

Health Care Provider:
An organization that provides Health Care services for or on behalf of a claimant.

Health Insurance Portability and Accountability Act of 1996 (HIPAA):
A federal law establishing certain standards that parties intend to satisfy including requirements of the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and codified at 45 C.F.R. parts 160 and 164 (Privacy Rule) to the extent applicable to each party and as may be amended from time to time.

Hospital Admission:
Acute level inpatient care with assignment to room and bed, not outpatient or observation care unit.

Maternity Management Program:
A program that screens all pregnant women early in their pregnancy in an attempt to identify those who are at risk for complications or premature delivery. The patient will call upon confirmation of pregnancy in order to precertify for the anticipated hospital confinement. The nurse reviewer will speak with the mother and conduct an initial assessment and complete a high-risk questionnaire. If the questionnaire indicates that the mother is high-risk, the mother is called on a monthly basis to assess problems and monitor needs. Full case management may be required and will be requested if significant needs are found, such as confinement before delivery for pre-term labor, hyperemesis, or implementation of a home care program to monitor blood pressure, diabetes, or contractions. The focus on the program is education and prevention of complications. Non-high-risk mothers are contacted each trimester. Educational material is sent to the expectant mother.

Medical Peer Review:

The process of reviewing medical necessity by a board certified, licensed physician of like specialty. It may also include other questions requested by the payer to assist with claims determinations, coding or billing issues and opinions. This process is typically a paper review based on records provided by the attending physician or provider of care.

Medically Necessary:

Services or items reasonable and necessary for the diagnosis or treatment of illness or injury according to accepted standards of medical practice.

Network Channeling:

Part of the precertification process by which the UR team educates the provider or patient to the benefits of utilizing a network provider, upon request for precertification of services at a non-network facility.

Nominal Defendant:

A nominal defendant shall refer to HINES' participation in a lawsuit by being named as a defendant not because any specific relief is requested against HINES and/or not because HINES is liable in damages under any applicable and tested legal theory, but because HINES is connected with subject-matter giving rise to the lawsuit.

Nurse Consultation:

Review of claims or requests for services for medical necessity or cost effectiveness as requested by THE CLAIM PAYER, onsite evaluations and shock loss reports; working with members to identify alternate provider options when requested by other vendors, the member or THE CLAIM PAYER, when a case does not require additional medical necessity review or case management.

Observation Confinement:

An observation confinement is a short stay in an acute care hospital where the patient is observed to determine the need for full inpatient admission. These confinements are generally 23 hours in length or less and billed by the facility at less than the normal room & board rate.

Oncology Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients with cancer.

Outpatient Behavioral Health Review:

The process of reviewing non-acute levels of care, where the condition does not require an acute inpatient stay. This review includes partial hospitalization programs (PHP), also referred to as day hospitals. Treatment usually is six hours per day and at least five days per week. This level is usually used post-acute inpatient to transition the patient to home in a structured level of care. This review also includes intensive outpatient treatment (IOP). Usually three hours in the evening. Number of days per week varies from three to six. This is less restrictive than PHP, but gives the patient intense education and therapy. The service can also be used post inpatient for those that do not require the more restrictive, structured PHP. Review may include outpatient therapy sessions. See Exhibit 2 for identified services.

Outpatient Surgical Review:

The process of validating the medical necessity or a proposed outpatient surgical procedure.

Potential Shock Loss Notification:

Written notification to THE CLAIM PAYER only, of potential high dollar claims cases, when such cases are identified and based solely upon the information made available to HINES. Identification is not made based on claim history, but rather on the diagnosis or information made available to HINES regarding the potential treatment plan. By providing this Notification, HINES is not assuming any obligation for THE GROUP or the administrator/THE CLAIM PAYER to notify the MGU/stop loss carrier or reinsurer of a potential high dollar claim. This Notification is sent as a courtesy only and does not imply that HINES is assuming, or intends to assume, any liability for the Notification or the failure to provide such Notification.

Preadmission Review or Precertification or Utilization Review:

The process of validating the medical necessity of a proposed or emergent acute inpatient hospital admission.

Provider Network:

A provider network is a list of the doctors, other health care providers, and hospitals that a plan has contracted with to provide medical care to its members. These providers are called "network providers" or "in-network providers".

Quarterly Data Reports:

Reports compiled from the data accumulated during a given "quarter" reflecting the utilization review activity of a specific employee group or claims administrator. Reports can be customized to meet specific needs of the customer.

Retrospective Review:

The process of validating the medical necessity and appropriateness of a hospital confinement or a procedure after the patient has been confined or the procedure has been completed. Retrospective reviews are generally done by medical record review. Retrospective reviews for dates of service prior to the contract start date or after the member or group has termed will be charged hourly.

Second Surgical Opinion:

The process of recommending or assisting with arranging a physical examination and appropriate review by an independent surgeon to provide an opinion on the medical necessity of a designated procedure or surgery.

Skilled Nursing Facility:

An institution or distinct part of an institution designed for the person who needs short-term, comprehensive inpatient care following an acute illness, injury, exacerbation of an existing disease process, or post operative care. The patient must require the services on a daily basis, the care must be prescribed by a physician, and must require the skills of qualified technical or professional health personnel.

Service Agreement Exhibits

The Exhibits to the Agreement, whereby THE GROUP agrees to pay HINES its fee in exchange for receiving the SERVICES described herein.

Stop Loss Research Report:

A prospective detailed report that anticipates Health Care needs and estimates the cost of expected services over a designated period of time, for a specific enrollee with a specific diagnosis. This report is provided at an additional fee as requested by THE CLAIM PAYER.

Transplant Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients with organ transplant conditions.

EXHIBIT 2
COUNTY OF DAKOTA COUNTY

This Exhibit of the Service Agreement is effective beginning March 1, 2023.

$2.05 Utilization Review Per Employee Per Month Billing**

Acute Inpatient Medical/Surgical and Behavioral Health Review
- Preadmission Review
- Concurrent Review
- Retrospective Review

Discharge Planning Support
Outpatient Surgical Review
Voluntary Second Surgical Opinion
Skilled Nursing Facility
Behavioral Health Residential Stays
Behavioral Health Partial Hospitalization

Large Case Management Identification
Network Channeling
Quarterly Data Reports

**The Utilization Review PEPM is bundled pricing with case management services. Frequent case management refusal by THE GROUP will result in an increase adjustment to the Utilization Review PEPM similar to Utilization Review only clients.

Utilization Management Services handled by UM Team (nurses, physicians, UM assistants and call center staff). Certain services may not have clinical review.

REPORTING:
- Quarterly Reports Included
- Ad Hoc Reports – Varying Pricing

OTHER SERVICE FEES AS OF March 1, 2023:
- **Large Case Management fee (in 10 minute increments)–$140.00 per hour**
  If at any point a physician review is required, SERVICES will be charged at the current Physician Review Fee rate. Charges for record acquisition will be passed through to THE GROUP/THE CLAIM PAYER.
- **Maternity Management Program fee (per occurrence)–$350.00 for Normal Pregnancy/$500.00 for High-Risk Pregnancy**
- **Stop Loss Research Report fee (in 10 minute increments)–$150.00 per hour**
- **Nurse Consultation fee (in 10 minute increments)–$150.00 per hour**
- **Physician Review fees (in 15 minute increments)–$495.00 per hour**
  Includes all UR appeals, all UR reviews related to oncology, spinal or transplant services, and other physician reviews not included in the UR pepm. Minimum 60 minute charge.

SPECIALTY CASE MANAGEMENT SERVICE FEES AS OF March 1, 2023:
- **BABE℠ Critical Care Neonatal Case Management fee (in 10 minute increments)–$150.00 per hour**
- **Dialysis Case Management fee (in 10 minute increments)–$150.00 per hour**
- **High Risk Obstetrical Case Management fee (in 10 minute increments)–$150.00 per hour**
- **Oncology Case Management fee (in 10 minute increments)–$150.00 per hour**
- **Behavioral Health Case Management fee (in 10 minute increments)–$150.00 per hour**
- **Transplant Case Management fee (in 10 minute increments)–$150.00 per hour**

RECORD ACQUISITION:
Charges for record acquisition from a provider or record company will be passed through.

****These are the contracted SERVICES as relayed to HINES.**
Any additional SERVICES included in the plan document may affect the pricing structure.

THE GROUP agrees to notify HINES of any changes
in Stop Loss carrier, broker, consultants and/or plan documents.