

INTEGRATED ORTHOPEDIC SERVICES AGREEMENT

THIS **INTEGRATED ORTHOPEDIC SERVICES AGREEMENT** (“Agreement”) dated (“Effective Date”), by and between **OSS Health** (“Provider”) with its principal location of 1855 Powder Mill Rd, York PA, 17402 and **CITY of YORK** (“Employer”) a company with a principal address 101 South George, York PA 17401. The Provider and the Employer shall be collectively referred to as “the Parties”.

WHEREAS, the Employer sponsors and operates a self-funded group health plan (“Plan”) through which it offers health coverage to its eligible employees and their dependents (collectively referred to as “Participants”);

WHEREAS, the Provider offers an integrated orthopedic service line to contracting employers and their self-insured health plans at competitive rates, known as the Company Direct Program (“Program”); and

WHEREAS, the Employer desires to contract with Provider to allow Plan’s Participants to benefit from the Program, and Provider desires to deliver such services to Participants subject to the terms and conditions below.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. General Responsibilities of Provider. Provider shall deliver high-quality, evidence-based Orthopedic services to eligible Participants. All services rendered under this Agreement shall be medically necessary and performed in a professional and timely manner by health care professionals possessing all appropriate licenses and/or certifications and who maintain privileges at OSS Orthopaedic Hospital. Covered services (as defined hereinafter) shall be billed as outlined in this Agreement.

2. General Responsibilities of Plan. The Plan will educate Participants regarding the Program. Plan will ensure that each Participant who may receive covered services under the Program has a current Program identification card (“ID Card”). Plan shall furnish to Provider updated listings of Participants who are eligible for benefits under the Program.

3. Treatment Plan and Authorization Process. The primary goal of the Program is to establish an agreed upon treatment plan for each Participant seeking covered services and to bill the Plan at an established price for the services encompassed in the treatment plan, using the following process:

- a. Participant contacts Patient Navigator to schedule appointment;
- b. Patient Navigator confirms Participant eligibility to participate in Program and notifies Provider;
- c. Provider's assigned physician evaluates Participant and prepares treatment plan:
 - If surgery is required* – confirm whether the expected services fall within the Episode limits outlined in **Attachment A**; and if not, what changes are expected.
 - If no surgery required* – identify the nature of the services the Patient is expected to use outlined in **Attachment B**.
- d. Provider communicates the treatment plan to Participant and Plan;
- e. Provider requests Confirmation of enrollment from Plan to proceed as follows:
 - i. For Surgical Procedures as outlined in **Attachment A**;
 - ii. For Surgical Procedure as outlined in Attachment A plus other services needed from **Attachment B**; or
 - iii. If no Surgery indicated, identify the services (if any) that are necessary from **Attachment B**.
- f. Employer acknowledges or issues written Authorization or Denial of enrollment with explanation within 5 days of request. The approved Authorization shall serve as the Plan's contractual commitment to pay for the authorized services within the treatment plan at the applicable rate. All surgeries and services encompassed within an approved treatment plan shall hereafter be referred to collectively as an "Episode of Care."

4. Episode Period. Unless otherwise specified in the authorized treatment plan, the Episode of Care Period begins on the date of admission for the covered surgical procedure and continues until the 90th day following the date of the original admission. Unless otherwise specified in the treatment plan, readmissions (as defined below) that begin within the Episode of Care Period are included in the episode price, even if the period of readmission extends beyond 90 days following the date of the original admission. Covered Persons who elect to have a second surgical procedure (e.g., total knee replacement on the other knee) during the first Episode of Care Period, begin a new Episode Period on the date of admission for the second surgery. For purposes of the Program, a "Readmission" is defined to mean any subsequent admission to OSS Orthopaedic Hospital that occurs within the Episode Period. Whether a Readmission is included in the contracted rate shall depend on whether the condition requiring readmission is, in Provider's good faith determination, caused by or related to the initial surgical procedure or is otherwise excluded.

5. Patient Responsibility to Follow the Treatment Plan. If a Participant fails to comply with the approved treatment plan from the Provider (e.g. disregarding

therapy, omitting medication, missing follow-up appointments) the Provider reserves the right to terminate the treatment plan and all covered services shall thereafter be billed at Provider's usual and customary rates.

6. Covered Services and Pricing. The Provider and the Plan have agreed to the definitions for each Episode of Care listed in **Attachment A**. The Parties further acknowledge that some Participants will not require surgery, and others may require additional services for their approved Episode of Care. The Provider and the Plan have agreed to the definitions for additional services associated with an Episode of Care listed in **Attachment B**. During the Episode Period, and any included orthopedic procedure Readmission, covered services include:

- All physicians, anesthesiologists, other attending and consulting physician fees, beginning with the day of surgery;
- Preoperative visits after the decision is made for surgery;
- Intra-operative services that are normally a usual and necessary part of a surgical procedure;
- All additional medical or surgical services required of the surgeon during the postoperative period because of complications which do not require additional surgeries;
- Follow-up visits during the postoperative period that are related to the surgery;
- Postsurgical pain management by the surgeon;
- All other medically necessary services and supplies related to the Episode, except for those identified as exclusions; and
- All inpatient and outpatient professional services related to the Episode.

The aforementioned covered services shall not be separately billed by Provider when treating a Covered Person during the Episode Period.

7. Covered Person. To be eligible for services under the terms of the Program, a Participant must be:

- a. Receiving care provided by an OSS Health Provider;
- b. Admitted to OSS Health for purposes of receiving the covered services under an approved treatment plan;
- c. Covered (as primary plan) by the Plan on date(s) of care.

8. Exclusions from Program. The Parties understand and agree that there will be unforeseen circumstances and conditions requiring additional services or costs that are outside the scope of the Program or approved treatment plan. Such services

shall be billed at Provider's usual and customary rates. When appropriate, the Program may submit a revised treatment plan or establish a new treatment plan based on unforeseen circumstances. Examples of services which are outside the scope of the Program include, without limitation:

- a. Services required beyond the scope of covered services outlined in the original treatment plan;
- b. Services or conditions requiring transfer to a facility other than OSS Orthopaedic Hospital;
- c. Unforeseen complications;
- d. Clinical complications or other issues not associated with the orthopedic procedure; except that Provider shall be responsible for treating any complications resulting from a clinical error by its staff (e.g. intraoperative fracture, device failure.);
- e. Additional services, resources or hospital stay beyond scope of treatment plan;
- f. Services covered under another cash bundled arrangement;
- g. Outpatient prescription drugs; or
- h. Professional charges for treatment in a skilled nursing facility.

9. HIPAA and Privacy. Provider and Plan agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (PL 104-91) ("HIPAA") and regulations enacted by the United States Department of Health and Human Services at 45 C.F.R. Parts 160 – 164 (the "Privacy and Security Standards") and the requirements of the federal Health Information Technology for Economic and Clinical Health Act enacted on February 17, 2009 (the "HITECH Act") in the performance of their respective obligations hereunder. It is mutually understood that Provider and Plan are both covered entities under the HIPAA Privacy Standards and that they may share protected health information ("PHI") for purposes of treatment, payment and health care operations. Any sharing of PHI beyond these purposes shall only be permitted as authorized by the Participant, or per the terms of a business associate agreement or as permitted by law.

10. Invoicing and Payment.

- a. A Summary Invoice will be prepared by the Provider containing the information outlined on **Attachment C**. Provider will bill the Plan for the full bundled amount no later than 7 days after Participant's completion of the treatment plan. Plan will pay Provider within 30 days of receipt of the invoice. The obligation for payment under this Agreement is solely that of Employer through its Plan. Provider will accept as payment in full for covered services rendered the total of amounts payable by Plan pursuant to this Agreement, plus allowed patient charges, as may be amended.

- b. If payment is not received by Provider within 45 days, Employer shall pay Provider through its plan interest at a rate of one and one-half percent (1.5%) on any unpaid balance each month the balance is overdue.
- c. Provider will refund any undisputed overpayment to Plan within 30 days of Provider's receipt of a notice from Plan. In the event that the overpayment is disputed, the Parties will resolve such dispute pursuant to the terms of the Agreement.

11. Coordination of Benefits ("COB"). The Plan on behalf of Employer shall be presumed to be the primary payer with respect to all services included in an authorized treatment plan and shall make payments in accordance with this Agreement, unless the Plan can document to the satisfaction of the Provider that it is secondary under industry COB standards within 72 hours of receipt of a claim. If the Plan pays Provider for services in accordance with this Agreement, Provider agrees to cooperate with the reasonable efforts of Employer or Plan to determine whether it is the primary or secondary payer under industry COB standards. If it is subsequently determined that the Plan should be considered secondary under industry COB standards, then Provider will cooperate with the Plan's reasonable efforts to seek reimbursement from the responsible primary plan. In no event shall Provider retain funds in excess of the fees specified in this Agreement or its attachments, unless applicable state law regarding COB dictates otherwise.

12. Dispute Resolution. In the event of a dispute regarding this Agreement between the Parties to this Agreement, the following procedure shall be used to resolve the dispute prior to either Party pursuing other remedies:

- a. A meeting shall be held within seven days of receipt by one Party of the disputing Party's written notice of dispute. All Parties shall be present or represented by individuals with full decision-making authority regarding the matters in dispute (the "Initial Meeting").
- b. If, within 30 days following the Initial Meeting, the Parties have not resolved the dispute, the dispute shall be submitted to mediation directed by a mediator mutually agreeable to the Parties and not regularly contracted or employed by either of the Parties ("Mediation"). Each Party shall bear its proportionate share of the costs of Mediation, including the mediator's fee.
- c. The Parties agree to negotiate in good faith in the Initial Meeting and in Mediation.
- d. If, after a period of 30 days following commencement of Mediation, the Parties are unable to resolve the dispute, either Party may submit the dispute to binding arbitration upon 10 days prior written notice to the other Party.
- e. Either Party may submit any dispute arising out of this Agreement that is not resolved through Mediation to final and binding arbitration. Any such arbitration shall be held in York County, Pennsylvania and shall be conducted pursuant to either the rules of

the American Arbitration Association or the American Health Lawyers Association Alternative Dispute Resolution Project. Each Party shall be responsible for its own costs and expenses related to the arbitration, including attorneys' fees, and shall bear one-half of the arbitrator's fees. The arbitrator shall be selected on the mutual agreement of both Parties and shall be an attorney and member of the National Academy of Arbitrators or the American Health Lawyers Association.

13. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue for a period of one year unless terminated earlier in accordance with the terms below.

- a. Termination Without Cause. Either party may terminate this agreement without cause by providing written notice to the other party 90 days in advance.
- b. Termination for Non-payment. In the event that Plan defaults in the payment when due of any undisputed amount due under this agreement and does not cure such default within 10 days after being given written notice of such default, Provider may terminate the agreement immediately and all services rendered thereafter or for which payment has not been made shall be billed at Provider's usual and customary rates.
- c. Termination for Cause. Except for Termination related to non-payment, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured within 30 calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of the date specified in such notice. In the event of a termination for cause, all services rendered thereafter or for which payment has not been made shall be billed at Provider's usual and customary rates.
- d. Care in Process at time of Termination. The Parties acknowledge that the termination of this Agreement shall not affect the continuity of care being provided to Participants; however, charges for such care shall be at Provider's usual and customary rates.

14. Confidentiality. The Parties shall treat the terms of this Agreement and its attachments, including all pricing information, to be confidential. Such information shall only be disclosed as required by law or with the prior written authorization of all Parties.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflicts of laws principles.

16. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses below, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee. Notices shall be delivered to:

Notice to Employer:

Notice to Provider:
OSS Health

17. Assignment of Agreement. Neither party may assign this agreement without the expressed written consent of the other party.

18. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, or agreements between them. This Agreement may only be amended by an instrument in writing signed by the Parties.

[Signature Page Follows]

Intending to be legally bound, the Parties hereby indicate their agreement to the terms and conditions outlined above as of the Effective Date by affixing their signatures below.

Signature: _____
For OSS Health

Print Name: _____

Title: _____

City of York:

Signature: _____

Print Name: **Michael R. Helfrich** _____
Date

Title: **Mayor** _____

Signature: _____

Print Name: **AliceAnne D. Frost** _____
Date

Title: **Controller** _____

ATTEST:

Signature: _____
Date

Print Name: **Dianna L. Thompson-Mitchell** _____

Title: **City Clerk** _____

- **Attachment A** – Episodes of Care/Surgical Procedures
- **Attachment B** – Additional Services associated with Episode of Care
- **Attachment C** – Example Invoice or elements that will be included on Provider’s invoice

SURGICAL PROCEDURES

ATTACHMENT A

General Procedure Name - Inpatient	Hospital Stay/Treatment
ANTERIOR CERVICAL DISCECTOMY (1-3 lvl)	3 days max / Physical Therapy
LUMBAR DECOMP/FUSION BONE	3 days max/ Physical Therapy
LUMBAR DECOMP/FUSION INSTRUMENT	3 days max/ Physical Therapy
LUMBAR DISCECTOMY, SINGLE/MULTIPLE LEVELS	3 days max/ Physical Therapy
LUMBAR DECOMPRESSION, SINGLE/MULTIPLE LEVELS	3 days max/ Physical Therapy
PARTIAL KNEE REPLACEMENT	3 days max/ Physical Therapy
TOTAL HIP REPLACEMENT	3 days max/ Physical Therapy
TOTAL KNEE REPLACEMENT	3 days max/ Physical Therapy
SHOULDER REPLACEMENT	3 days max/ Physical Therapy
General Procedure Name - Outpatient	Treatment
KNEE ARTHROSCOPIC SURGERY	Physical Therapy
ACL RECONSTRUCTION	Physical Therapy
ACL RECONSTRUCTION W/ALLOGRAFT	Physical Therapy
PARTIAL KNEE REPLACEMENT	Physical Therapy
ROTATOR CUFF REPAIR - OPEN	Physical Therapy
ROTATOR CUFF REPAIR - ARTHROSCOPIC	Physical Therapy
FUSION OF FOOT BONES	Physical Therapy
HIP ARTHROSCOPY	Physical Therapy
LUMBAR DISCECTOMY	Physical Therapy
LUMBAR DISCECTOMY, MULTIPLE LEVELS	Physical Therapy
LUMBAR DECOMPRESSION, SINGE LEVEL	Physical Therapy
LUMBAR DECOMPRESSION, MULTIPLE LEVELS	Physical Therapy
IMPLANT NEUROELECTRODES	Physical Therapy
EMDOSCOPIC CARPAL TUNNEL RELEASE	Physical Therapy
CARPAL TUNNEL RELEASE	Physical Therapy
GANGLION EXCISION	Physical Therapy
TRIGGER FINGER RELEASE	Physical Therapy
FRACTURE - CLOSED REDUCTION AND CAST	Physical Therapy
FRACTURE - SURGICAL ROD OR PLATE	Physical Therapy
FRACTURE - PERCUTANEOUS PINNING	Physical Therapy
FRACTURE - SIMPLE OPEN REDUCTION	Physical Therapy
	<i>*Physical therapy time will vary from patient to patient</i>

**Some patients may qualify or require additional care after surgery. These services will revert back to the company sponsored health care plan.

***Procedures include Anesthesia, Facility Fee, Surgeon Fee, Surgical Implant, Diagnostic Lab and X-ray services necessary prior to surgery, Uncomplicated Follow up Care

ATTACHMENT B

Injection	
CORTISONE INJECTION	
PAIN MGMT - LUMBAR EPIDURAL STEROID INJECTION	Physical Therapy
PAIN MGMT - CERVICAL EPIDURAL STEROID INJECTION	Physical Therapy
PAIN MGMT - LUMBAR SYMPATHETIC BLOCK	Physical Therapy
PAIN MGMT - STELLATE GANGLION BLOCK	Physical Therapy
PAIN MGMT - EPIDURAL BLOOD PATCH	Physical Therapy <i>*Physical therapy time will vary from patient to patient</i>

Radiology Tests
MRA, Angiography
MRI, SPINE; WITH AND WITHOUT CONTRAST
MRI, PELVIS; WITH AND WITHOUT CONTRAST
MRI, ARM OR FOREARM; WITH AND WITHOUT CONTRAST
MRI, SHOULDER, ELBOW, OR WRIST; WITH AND WITHOUT CONTRAST
MRI, THIGH OR CALF; WITH AND WITHOUT CONTRAST
MRI, HIP, KNEE, OR ANKLE; WITH AND WITHOUT CONTRAST
MRI, BRAIN; WITH AND WITHOUT CONTRAST
CTA, ANGIOGRAPHY
CT SCAN, SPINE; WITH AND WITHOUT CONTRAST
CT, SOFT TISSUES OF NECK; WITH AND WITHOUT CONTRAST
CT, BRAIN; WITH AND WITHOUT CONTRAST
CT, EYES, EARS, FACE, OR SINUSES; WITH AND WITHOUT CONTRAST
CT SCAN, CHEST; WITH AND WITHOUT CONTRAST
CT, ABDOMEN AND PELVIS; WITH AND WITHOUT CONTRAST
CT, UPPER/LOWER EXTREMITY JOINT OR ARM; WITH ANDWITHOUT CONTRAST
ULTRASOUND, HEAD AND NECK
ULTRASOUND, ABDOMEN COMPLETE
ULTRASOUND, ABDOMEN LIMITED
ULTRASOUND, RETROPERITONEAL COMPLETE (RENAL & BLADDER)
ULTRASOUND, RETROPERITONEAL LIMITED (SINGLE ORGAN, AORTA, OR RENAL)
ULTRASOUND, SOFT TISSUE MASS OR FOREIGN BODY
ULTRASOUND, THYROID
CAROTID DUPLEX SCAN
ULTRASOUND, BILATERAL ARM OR LEG VEINS
ULTRASOUND, ONE-SIDE ARM OR LEG VEINS
GENERAL X-RAY (PER BODY PART)

The Company Direct Program

OSS HEALTH 1855 POWDER MILL RD YORK, PA 17402	PAT CNTL #		TL FORM# 001
	MED. REC #		
	FED. TAX NO		STATEMENT COVERS PERIOD

	FROM	THROUGH
--	------	---------

PATIENT'S NAME:		
-----------------	--	--

PATIENT'S ADDRESS:	SEX	DOB	RELATIONSHIP

EMPLOYER:

EMPLOYER'S ADDRESS:	TREATING PHYSICIAN		
	A.		
	B.		
	C.		

DECRPTION	HPPS CODES	SERV DATE	SERV UNITS	REV CD.	TOTAL CHARGES	HEALTH INS

PAGE <u> 1 </u> OF <u> 1 </u>	CREATION DATE:		TOTALS			
-------------------------------	----------------	--	--------	--------------------------------------------------------------------------------------	--	--

PLEASE PAY BY:

NOTES:

1855 POWDER MILL RD
YORK, PA 17402
ATT: TAMMY LITTLE



