

COPY

September 10, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Revenue Single Case Provider Agreement with
Managed health Network, Inc. (MHN) to provide primary and behavioral health services
to an assigned member at the Clackamas County Health Center Division Clinics

Purpose/Outcomes	This single case agreement will allow Clackamas County Health Centers Division (CCHCD) to receive reimbursement for health treatment to a specific MHN assigned member.
Dollar Amount and Fiscal Impact	This is a No Maximum agreement. Revenue is determined by the treatment received.
Funding Source	Fee for service. No County General Funds are involved.
Safety Impact	None
Duration	Effective March 18, 2015 and continues until March 18, 2016
Previous Board Action	No previous action
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	7373

BACKGROUND:

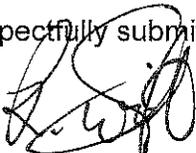
Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a Revenue Single Case Provider Agreement with Managed Health Network, Inc. (MHN) to provide both primary and behavioral health care services at the Clackamas County Health Centers.

This is a No Maximum agreement as revenue will be determined by the treatment received. County Counsel reviewed this agreement on August 25, 2015. The Agreement is effective March 18, 2015 and will terminate o March 18, 2016.

Recommendation

We recommend approval of this amendment and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director

SINGLE CASE AGREEMENT

between
MANAGED HEALTH NETWORK, INC.
and

CLACKAMAS COUNTY MENTAL HEALTH

This letter will confirm the agreement between Provider and Managed Health Network Inc. (MHN) and affiliates, wherein Provider agrees to provide available covered chemical dependency and psychiatric services to eligible beneficiaries. Payor will reimburse Provider for such services as detailed on the attached schedule of payments marked herein as Fee Schedule less all applicable copayments and deductibles. Reimbursement is contingent on eligibility and is subject to plan benefits, including, but not limited to, Prior Authorization. Only the identified provider stated in this agreement shall render services.

This Single Case Agreement is intended to serve for the case of T.W. (Intake #5121440) and shall be in effect for such time as MHN determines to be medically necessary. Authorization for treatment is subject to review for medical or clinical necessity.

1. Both Parties agree to the following:
 - A. Provider shall maintain licensure or certification as a mental health care professional in accordance with the laws of the state in which Provider practices. Provider shall provide MHN verification of licensure upon execution.
 - B. Provider shall maintain professional liability insurance for all claims per policy year.
MD/DO - \$1,000,000 per claim and \$3,000,000 in the aggregate
PhD/MA - \$1,000,000 per claim and \$1,000,000 in the aggregate
MHN will require verification of herein identified insurance.
 - C. Provider shall accept as payment in full for Medically Necessary Covered Services rendered to enrollees hereunder the lesser of billed charges or the amounts payable by payor as set forth in Fee Schedule less copayments payable solely by Enrollees in accordance with the applicable Benefit Plan. The only charges for which provider may bill a beneficiary are for applicable copayments, coinsurance, and deductibles. Provider shall not charge, attempt to collect, or accept any additional amounts from any beneficiary or any beneficiary's employer. MHN would deduct these charges at payment of the negotiated rate. It is not acceptable for enrollee to be billed for negotiated rate prior to services with the intention to reimburse upon receipt of payment by MHN. Enrollee is not financially responsible for missed appointments unless a written agreement is reached *prior* to scheduled appointment. Neither client nor MHN may be billed for missed EAP sessions. Provider shall submit claims for payment within 90 days after date of service. Payment for services may be delayed unless the identified terms of agreement are not adhered to. MHN shall pay Provider only for services authorized in advance by MHN. In no event shall MHN be under any obligation to pay Provider for any claim, payment of which is the responsibility of another payor under a particular benefit plan, including without limitation self-funded health plans.
 - D. Provider shall maintain medical and mental health records and all related administrative records of Enrollees receiving Covered Services for at least seven (7) years after the date of delivery of services. For minors, medical and mental health records and all related administrative records shall be kept for at least one (1) year after the minor has reached the age of eighteen (18), but in no event less than seven (7) years. Upon request, MHN and any state or federal departments, organizations or agencies shall have access at reasonable times to the books, records and papers of Provider relating Covered Services, as well as to the cost thereof and Copayments received from Covered Enrollees. The requirement of this section shall survive the termination of this agreement.
 - E. Provider shall not discriminate against Covered Enrollees solely on the grounds that the Covered Enrollee files a complaint against either Provider or MITN, or because of the Covered Enrollee's race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, physical handicap, or medical or mental health condition.
 - F. Each party shall indemnify and hold harmless the other party and its officers, directors, shareholders, members, employees, agents and representatives for any and all liabilities, losses, damages, claims, and expenses of any kind, including costs and attorneys' fees, which result from the duties and obligations of each party and/or its officers, directors, shareholders, members, employees, agents and representatives under the Single Case Agreement. Without limiting the generality of the foregoing, in no event shall either party be responsible for claims attributable or arising out of the other party's negligence or willful misconduct. The obligations of this paragraph shall survive the termination of this Single Case Agreement.
 - G. MHN and Provider are independent contractors in relation to one another and no joint venture, partnership, employment, agency or other relationship is created in this Agreement. Neither MHN nor Provider is authorized to

represent the other for any purposes. Neither of the parties hereto, nor any of their respective officers, agents or employees shall be construed to be the officer, agent or employee of the other party.

- H. If any provision of this Agreement is held to be invalid, illegal or otherwise unenforceable in any jurisdiction, the holding shall not affect the remaining provisions of this Agreement and shall not in any other jurisdiction, unless the effect of the severance would be to substantially alter this Agreement or the obligations of the parties hereto; in which case, this Agreement may be immediately terminated pursuant to Section 2.
- I. All disclosures of data made under this provision shall comply with all applicable state and federal laws for the protection of the privacy and security of the data, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the federal Health Information Technology for Economic and Clinical Health Act, Title XIII of the federal American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and implementing regulations. For California providers, nothing in this Agreement shall be construed to prohibit, condition, or in any way restrict the disclosure of claims data related to health care services provided to an Enrollee, member or subscriber of MHN, to a qualified entity, as defined in Section 1395kk(e)(2) of Title 42 of the United States Code.

2. Termination of Agreement

- A. This Agreement shall immediately terminate upon completion of treatment.
- B. This Agreement may be terminated upon the effective date of any subsequent provider contracts between MHN and provider.
- C. This Agreement shall immediately terminate upon notice to the effected party in the event of any of the following:
 - 1. Either party's violation of law or regulation pertinent to this Agreement, upon notice of said violation
 - 2. Any act or conduct for which any of the Provider's licenses, certifications or accreditation to provide Covered Services may be revoked or suspended, or for which Provider's ability to provide Covered Services in accordance with this Agreement is otherwise materially impaired
 - 3. Any misrepresentation or fraud by either party, upon notice of such party
 - 4. Provider's failure to maintain professional liability insurance in accordance with this agreement
 - 5. MHN's determination that the health, safety, or welfare of any Enrollee may be in jeopardy if this Agreement is not terminated.
- D. MHN may terminate this Agreement for any reason or no reason upon thirty (30) calendar days prior written notice to Provider. At the time that MHN provides notice of termination, MHN may, at its option, begin to transition Enrollees immediately under this Agreement.

Fee Schedule

<u>CPT</u>	<u>RATE</u>
90791	\$75
90834	\$60
90837	\$90
90832	\$30

Sincerely,

Dena Maddox
VP of Professional Relations
Managed Health Network, Inc.

Date: 2/18/15 - 3/18/16

MHN Claims Address
P.O. Box 14621
Lexington, KY 40512-4621

Contact Name for Contract Questions
Name Paul Untalan
Ph#(800)327-2133 ext 08237
Fax#1-877-852-8143
Paul.Untalan@Mhn.com

Agreed and Accepted:

Sign here: _____

Print Name: _____

Date: _____

Licensure: _____

NPI: _____

Medicare Number: _____

Federal TIN: _____

Address: _____