COUNTY DEPARTMENT AGENDA REQUEST

Department:	Human Resources	Presenter(s):	Connie Boehnke
Meeting Date:	Thursday, April 28, 2011	Type of Request:	New Business

Wording for the Agenda:

Consideration of preferred provider agreements under the County's employee health care plan that will address sleep disorder diagnostics and associated durable medical equipment as well as digestive healthcare procedures.

Background/History/Details:

Medical claim costs associated with sleep disorders have resulted in excessive payouts by the County's self-insured employee health insurance plan thus far during the current plan year. In addition, some employees have paid higher out of pocket expenses due to the manner in which some providers have billed these services and the related durable medical goods. Pacific General has worked with Meritain, the County's third party health insurance administrator, to negotiate preferred provider agreements with Total Sleep Diagnostics, Inc. and Trusted Life Care, Inc. These agreements will help to control costs for both the County and employees as well as help to avoid out of network charges associated with sleep studies and prescribed durable medical goods. In addition, a preferred provider agreement has been negotiated with Summit Endoscopy Center, a digestive healthcare provider to assist with controlling costs for such procedures as endoscopies and colonoscopies. Outpatient procedures will now require pre-certification through Meritain as an added measure to help ensure that employees receive services from in network providers and facilities to further minimize the risk of out of network charges.

The negotiated fee discounts are outlined in the attached backup material.

What action are you seeking from the Board of Commissioners?

Motion for the County to enter into agreements with Total Sleep Diagnostics and Summit Endoscopy Center and authorization for the Chairman to execute any and all necessary documents needed to implement amendments to the County's healthcare plan, pending the County Attorney's review.

If this item requires funding, please describe:

Has this issue come before the Commissioners in the past?	No	If so, when?	
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	Approved by County Clerk	Yes
Administrator's Approval	Yes		

Staff Notes:

LETTER OF AGREEMENT

THIS AGREEMENT, entered into as of 03/15/2011 by and between **Total Sleep Diagnostics, Inc.**, hereinafter referred to as "Provider," and **Fayette County, GA** hereinafter referred to as "Group." The parties hereto agree as follows:

Definitions:

1) Group shall mean the self-insured employer plan sponsor who is responsible for the payment of eligible health claims incurred by participants covered under the Group's health plan.
2) Contract Administrator shall mean, Meritain Health, Inc., the party contracted by Group to administer Group's health plan, including processing health claims. Contract Administrator is at no time financially responsible for the payment of any health claims.

Terms of the Agreement:

a) Provider agrees to submit billings to the Contract Administrator as reflected on the participant's health plan ID card, within 180 days of the date of service. **Provider agrees to submit all billings based on standard pricing, not contracted rates.** Repricing will be done by Contract Administrator in accordance with the discount arrangement agreed to herein.
b) Subject to any delay caused by coordination of benefits, reinsurance payments/reimbursements pre-existing condition investigations or similar plan requirements, Group agrees to make payment to Provider or shall have Contract Administrator remit payment to Provider, on behalf of Group, within 30 days of receipt of all billing information reasonably necessary to adjudicate the claim, unless written notice of dispute or discrepancy is mailed to Provider within 30 days.
c) Provider agrees to a fee discount of 30 percent off eligible billed charges. Provider agrees to accept payment based upon eligible charges as determined by Group in accordance with the participant's health plan, based on the discount arrangement agreed to herein. Provider agrees to accept such payment as payment in full of eligible expenses and agrees not to balance bill the patient, except for amounts applicable to co-insurance, co-payments and/or deductibles and expenses not covered by the Group's health plan.
d) Nothing contained herein shall prohibit Provider, by virtue of its statutory lien, from recovering full charges from any third party source other than the participant and Group; Provider shall reimburse Group from any third party recovery, any portion of such charges paid by Group.
e) Provider will cooperate with Contract Administrator's medical claims management program.
f) Provider will maintain appropriate licensure, accreditation, and liability insurance, and will adhere to credentialing standards generally established in the healthcare industry. Nothing contained herein shall imply or infer any obligation on the Group or Contract Administrator to validate Provider's appropriate licensure, accreditation and liability insurance.
g) **Provider agrees that notwithstanding this Agreement, a participant's PPO network will always take precedence over this contract or any other direct contract it has with Group or Contract Administrator.** If you are a participating provider in the patient's PPO network, the discount applied to eligible charges will be in accordance with the PPO contract. If you do <u>not</u> participate in the patient's PPO network, the discount applied to eligible charges will be in accordance with this direct contract with Group.
h) The term of this Agreement will be one (1) year from the effective date referenced above, and shall automatically renew for successive terms of 12 months on an annual basis, cancelable by either party, with or without cause, with 30 days written notice. Such notice shall be provided to the named parties below, at the addresses above.

IN WITNESS WHEREOF, Provider and Contract Administrator each acting by its authorized representatives, have signed below.

Total Sleep	Fayette County, GA
By: _____	By: _____
Name: _____	Name: _____
Title: CEO	Title: _____
Date: _____	Date: _____
Tax ID #: _____	

LETTER OF AGREEMENT

THIS AGREEMENT, entered into as of 03/15/2011 by and between **Trusted Life Care, Inc.**, hereinafter referred to as "Provider," and **Fayette County, GA** hereinafter referred to as "Group." The parties hereto agree as follows:

Definitions:

1) Group shall mean the self-insured employer plan sponsor who is responsible for the payment of eligible health claims incurred by participants covered under the Group's health plan
2) Contract Administrator shall mean, Meritain Health, Inc., the party contracted by Group to administer Group's health plan, including processing health claims. Contract Administrator is at no time financially responsible for the payment of any health claims.

Terms of the Agreement:

a) Provider agrees to submit billings to the Contract Administrator as reflected on the participant's health plan ID card, within 180 days of the date of service. Provider agrees to submit all **billings based on standard pricing, not contracted rates.** Repricing will be done by Contract Administrator in accordance with the discount arrangement agreed to herein.

b) Subject to any delay caused by coordination of benefits, reinsurance payments/reimbursements, pre-existing condition investigations or similar plan requirements, Group agrees to make payment to Provider or shall have Contract Administrator remit payment to Provider, on behalf of Group, within 30 days of receipt of all billing information reasonably necessary to adjudicate the claim, unless written notice of dispute or discrepancy is mailed to Provider within 30 days.

c) Provider agrees to a fee discount of 30 percent off eligible billed charges. Provider agrees to accept payment based upon eligible charges as determined by Group in accordance with the participant's health plan, based on the discount arrangement agreed to herein. Provider agrees to accept such payment as payment in full of eligible expenses and agrees not to balance bill the patient, except for amounts applicable to co-insurance, co-payments and/or deductibles and expenses not covered by the Group's health plan.

d) Nothing contained herein shall prohibit Provider, by virtue of its statutory lien, from recovering full charges from any third party source other than the participant and Group; Provider shall reimburse Group from any third party recovery, any portion of such charges paid by Group.

e) Provider will cooperate with Contract Administrator's medical claims management program.

f) Provider will maintain appropriate licensure, accreditation, and liability insurance, and will adhere to credentialing standards generally established in the healthcare industry. Nothing contained herein shall imply or infer any obligation on the Group or Contract Administrator to validate Provider's appropriate licensure, accreditation and liability insurance.

g) **Provider agrees that notwithstanding this Agreement, a participant's PPO network will always take precedence over this contract or any other direct contract it has with Group or Contract Administrator.** If you are a participating provider in the patient's PPO network, the discount applied to eligible charges will be in accordance with the PPO contract. If you do <u>not</u> participate in the patient's PPO network, the discount applied to eligible charges will be in accordance with this direct contract with Group.

h) The term of this Agreement will be one (1) year from the effective date referenced above, and shall automatically renew for successive terms of 12 months on an annual basis, cancelable by either party, with or without cause, with 30 days written notice. Such notice shall be provided to the named parties below, at the addresses above.

IN WITNESS WHEREOF, Provider and Contract Administrator each acting by its authorized representatives, have signed below.

Total Sleep	Fayette County, GA
By: [illegible]	By: _____
Name: William T. Crabtree	Name: _____
Title: CEO	Title: _____
Date: _____	Date: _____

Tax ID #: [illegible]

LETTER OF AGREEMENT

THIS AGREEMENT, entered into as of 03/01/2011, by and between Summit Endoscopy Center hereinafter referred to as "Provider," and Fayette County, Georgia hereinafter referred to as "Group." The parties hereto agree as follows:

Definitions:

1) Group shall mean the self-insured employer plan sponsor who is responsible for the payment of eligible health claims incurred by participants covered under the Group's health plan.
2) Contract Administrator shall mean, Meritain Health, Inc., the party contracted by Group to administer Group's health plan, including processing health claims. Contract Administrator is at no time financially responsible for the payment of any health claims.

Terms of the Agreement:

a) Provider agrees to submit billings to the Contract Administrator as reflected on the participant's health plan ID card, within 180 days of the date of service. Provider agrees to submit all billings based on standard pricing, not contracted rates. Repricing will be done by Contract Administrator in accordance with the discount arrangement agreed to herein.
b) Subject to any delay caused by coordination of benefits, reinsurance payments/reimbursements, pre-existing condition investigations or similar plan requirements, Group agrees to make payment to Provider or shall have Contract Administrator remit payment to Provider, on behalf of Group, within 30 days of receipt of all billing information reasonably necessary to adjudicate the claim, unless written notice of dispute or discrepancy is mailed to Provider within 30 days.
c) Provider agrees to a fee discount of 35% off eligible billed charges. Provider agrees to accept payment based upon eligible charges as determined by Group in accordance with the participant's health plan, based on the discount arrangement agreed to herein. Provider agrees to accept such payment as payment in full of eligible expenses and agrees not to balance bill the patient, except for amounts applicable to co-insurance, co-payments and/or deductibles and expenses not covered by the Group's health plan.
d) Nothing contained herein shall prohibit Provider, by virtue of its statutory lien, from recovering full charges from any third party source other than the participant and Group; Provider shall reimburse Group from any third party recovery, any portion of such charges paid by Group.
e) Provider will cooperate with Contract Administrator's medical claims management program.
f) Provider will maintain appropriate licensure, accreditation, and liability insurance, and will adhere to credentialing standards generally established in the healthcare industry. Nothing contained herein shall imply or infer any obligation on the Group or Contract Administrator to validate Provider's appropriate licensure, accreditation and liability insurance.
g) **Provider agrees that notwithstanding this Agreement, a participant's PPO network will always take precedence over this contract or any other direct contract it has with Group or Contract Administrator.** If you are a participating provider in the patient's PPO network, the discount applied to eligible charges will be in accordance with the PPO contract. If you do <u>not</u> participate in the patient's PPO network, the discount applied to eligible charges will be in accordance with this direct contract with Group.
h) The term of this Agreement will be one (1) year from the effective date referenced above, and shall automatically renew for successive terms of 12 months on an annual basis, cancelable by either party, with or without cause, with 30 days written notice. Such notice shall be provided to the named parties below, at the addresses above.

IN WITNESS WHEREOF, Provider and Contract Administrator each acting by its authorized representatives, have signed below.

Summit Endoscopy Center	Fayette County, Georgia
By: Diane Farthing	By:
Name: Diane Farthing	Name:
Title: Executive Director	Title:
Date: 2/17/2011	Date:

Tax ID #: