



Sample Agreement for Professional Managed Care Payment Review Services

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This Agreement (the "Agreement") is entered into this day of , 2009 by and between (Hospital) and Health Check Incorporated ("HCI"). Hospital agrees to purchase from HCI and HCI agrees to provide to Hospital, Managed Care Payment Review Services under the terms and conditions contained herein.

1. HCI will:

- a) Establish a comprehensive audit program for all closed inpatient and outpatient accounts. This payment review will include a review of all closed accounts to determine if these accounts were appropriately paid. This process will include an audit of all payments received under the terms of managed care contracts as well as a review of commercial accounts to determine if inappropriate discounts have been taken. HCI reserves the right to exclude any accounts from specific review based upon its assessment of limited potential recovery compared with associated effort.
- b) Take the necessary action to recover underpayments identified in item 1.a. above. It is understood that HCI will be dealing only with "closed" accounts for this time period and this audit will not include open claims that are in the process of being billed, re-billed or appealed with the exception of patient portion billing after the final insurance payment. HCI has the right to rely upon the information contained in the notes on Hospital's Patient Accounting System to determine whether an account is deemed "closed" for the purposes of this contract.
- c) Provide additional information, observations and recommendations of policies, procedures and actions designed to reduce the likelihood that the payor will make a payment error. When payors do make a payment error, those procedures will assist Hospital's staff in the identification and recovery of underpaid amounts.
- d) Submit periodic reports to Hospital summarizing HCI's findings and within the same report provide a monitoring of the recovery of the underpayments.

2. Hospital will:

- a) Provide HCI with a reasonable working area at mutually agreed to times; use of a photocopy machine, and other office items reasonably required to complete the services HCI will provide under this Agreement.
- b) Provide HCI access to all appropriate documents, including all managed care contracts including HMO, PPO, capitated, per diem etc., UB's, remittance advices, explanations of benefits, itemized bills, pharmaceutical and implant invoices, treatment authorizations, insurance verifications, medical records, correspondence and other files whether computer, microfiche or paper and contracts for this time period.
- c) Provide HCI with an electronic data file containing data outlined in Exhibit A of the contract for all managed care and commercial accounts within the time frame of this project.
- d) Provide HCI with full access to its systems, whether electronic or other for the purpose of reviewing accounts and inputting notes into the system. Remote access shall be provided if available.

3. Payment for Services

- a) HCI will provide Hospital with invoices, not more frequently than semi-monthly, detailing by account and payor the amounts of underpayments identified and payments received by Hospital.

- b) Hospital will pay to HCI X% of all net cash received by Hospital that resulted from the Managed Care Payment Review Services provided by HCI under this contract. Should Hospital instruct HCI to not pursue the collection of an underpayment, HCI shall receive credit for the underpayment identified for value received by Hospital, such as more advantageous contract terms or other benefits.
- c) Hospital will pay all verified invoices remitted by HCI within 30 days of receipt.

4. General Provisions

- a) The initial scope of this project shall be managed care and commercial accounts for the eight quarters preceding the effective date of this contract.
- b) This Agreement shall become effective on the date hereof and shall continue for a period of two years and shall automatically renew thereafter unless earlier terminated. Either party may cancel this Agreement with sixty (60) days written notice, via certified mail, to the other party at the address indicated in this Agreement. If this Agreement is canceled, HCI will, at its own expense, be allowed an additional six (6) months from the date of cancellation to collect and process those Hospital accounts that were already closed as of the date this Agreement is cancelled. Actual recoveries on accounts processed by HCI which are received by Hospital after either the termination or cancellation of this Agreement shall be covered under section 3.b. and 3.c. above.
- c) At the request of either party, any controversy or claim arising out of this Agreement shall be governed by the laws of the State of X and any legal action or proceeding shall be brought in the courts of the State of X which courts have exclusive jurisdiction over any such legal action. Any dispute shall be subject to binding arbitration in accordance with the Rules of the American Arbitration Association in a mutually agreeable location within the State of X.
- d) HCI will not use or disclose Hospital confidential information other than as necessary to perform the Payment Review Services. HCI will cooperate with Hospital by observing security procedures established by Hospital to protect information about Hospital's business and patients, which Hospital treats as confidential. HCI's obligation of confidentiality under this Agreement does not apply to information which is (a) obtained from a third party without an obligation of confidentiality, (b) known to HCI before it obtained said information from Hospital, or (c) independently developed by HCI.
- e) The relationship of HCI to Hospital shall be that of an independent contractor, and all acts performed by HCI pursuant to this Agreement shall be deemed to be performed in its capacity as an independent contractor. This agreement does not create any agency, partnership or joint venture between the parties.
- f) This Agreement contains all of the terms of this Agreement and may only be modified or extended by written amendment executed by both parties.

Notices delivered to HCI under the terms of this agreement shall be addressed to:

Ally G. Sanxay, CPA - President/COO
 Health Check Incorporated
 PO Box 14165
 Mexico Beach, Florida 32410

Notices delivered to Hospital under the terms of this agreement shall be addressed to:

Accepted by Hospital:

By: _____

Date: _____

