AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Metric-Based Negotiation Services Auth

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: ELAP Services, LLC. & Gunnison County, Colorado

Term Begins: 01/01/2019 **Term Ends:** **Grant Contract #:**

Summary:

This document replaces the original Metric-Based Negotiation Services Authorization previously submitted. This is in reference to the first sentence in both authorizations.

Fiscal Impact:

Submitted by: Cheryl Seling **Submitter's Email Address:** cseling@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:
ok db 1/31/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 1/31/2019 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/31/2019

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/5/2019

Revised April 2015

ADDENDUM

METRIC-BASED NEGOTIATION SERVICES AUTHORIZATION

Employer and the Plan expressly authorize ELAP to negotiate on behalf of the Plan with Professional OON Medical Providers, or their designees/representatives, to reach an agreed upon reimbursement rate up to the Maximum Acceptable Reimbursement during the specified timeframe as detailed below. Any reimbursement amount above the Maximum Acceptable Reimbursement shall require prior written approval from the Plan. The Plan hereby acknowledges and agrees that if ELAP is unable to secure reimbursement rates up to the Maximum Acceptable Reimbursement, and prior approval for an exception is not granted by the Plan and/or Plan Administrator, ELAP shall provide Claim Audit Review and Repricing and/or Balance Bill Administration and Defense Services (in accordance with the terms of a Core Services Agreement and Cost-Containment and Guide Services Agreement between ELAP and Employer).

The Plan further acknowledges and fully accepts that reimbursement under the terms of this authorization may be higher than the reimbursement amount paid to a Medical Provider under ELAP's Claim Review and Audit Program with the understanding that the purpose of allowing for higher reimbursement amounts is to manage Plan expenses as well as minimize and/or avoid disruption and Plan Participant confusion and dissatisfaction, which may result from payment disputes and balance billing for the benefit of the Plan and Plan Participants. The Plan also understands that Plan Participant cost-sharing, which includes coinsurance, deductibles, and co-pays, may be adjusted as a result of additional reimbursement to the Medical Provider.

Maximum Acceptable Reimbursement

The Employer hereby authorizes ELAP to use the following Maximum Acceptable Reimbursement when providing Metric-based Negotiation Services:

For post-service negotiations, the Maximum Acceptable Reimbursement for OON Professional Claims shall be 50% above the original Allowable Claim Limit as determined by ELAP in accordance with its Claim Review and Repricing Services and shall not exceed 90% of billed charges.

For pre-service negotiations, the Maximum Acceptable Reimbursement for OON Professional Claims shall be 50% above the estimated Allowable Claim Limit as determined by ELAP and shall not exceed 90% of billed charges.

Timeframe for Initiation of Customized ELAP Negotiation for Plan

The Employer authorizes ELAP to provide Metric-Based Negotiation Services in accordance with the above Maximum Acceptable Reimbursement during the following timeframe(s):

Pre-service or post-service where the Medical Provider is disputing reimbursement under the Plan and/or the Plan Participant receives communications regarding a Balance Bill. In the event that ELAP is unable to secure agreement up to the Maximum Acceptable Reimbursement, or receive approval from the Plan for an exception, or in the event a credit impairment or notice of a legal action is received, ELAP will provide its Claim Audit Review and Repricing and Balance Bill Administration and Defense Services.

In pursuing negotiation for settlement of any pre-service negotiations, Balance Bill or payment dispute on behalf of the Plan or Plan Sponsor, ELAP will keep the Plan and Plan Sponsor informed of the following:

a. when ELAP will pursue an agreement or settlement that falls above the Maximum Acceptable Reimbursement and/or ELAP is seeking authority to agree or settle above the Maximum Acceptable Reimbursement;
b. for post-service, when ELAP successfully settles a Balance Bill or payment dispute as part of the Metric-Based Negotiation Services and the Claim will need to be re-processed for additional payment;
c. on a periodic, mutually-agreeable timeframe, a listing of the Claims where negotiations under the Metric-Based Negotiation Services were attempted, but were unsuccessful
d. any stipulations outside of the standard negotiation settlement template that a Medical Provider may require prior to signing a settlement agreement, for which approval from the Plan or Plan Sponsor is needed.

By signing on behalf of Gunnison County, Colorado, the person signing represents and warrants that he/she has the full and complete authority necessary to bind the terms of this authorization as set forth herein.

AGREED TO and ON BEHALF OF:

Gunnison County, Colorado

Signature: _____

Printed Name: _____

Title: _____