

**SINGLE CASE AGREEMENT
WITH
COUNTYCARE HEALTH PLAN**

This **SINGLE CASE AGREEMENT** is made and entered into by and between the County of Cook (“County”), an Illinois body politic and corporate, by and through its operating unit, Cook County Health and Hospitals System doing business as Cook County Health and [REDACTED] (“Out-of-Network Provider”).

WHEREAS, County, a Managed Care Community Network authorized under 305 ILCS 5/5-11 and its implementing regulations at 89 Ill. Admin. Code Part 143 has contracted with the State of Illinois, through its Department of Healthcare and Family Services (“DHFS”) to provide and to arrange for the provision of health care, items and other services through CountyCare Health Plan (“CountyCare”) to individuals eligible to participate in the Medicaid Program administered by DHFS under the DHFS Medical Program; and

WHEREAS, County, through its Cook County Health and Hospital System operating unit and on CountyCare’s behalf (County, its Cook County Health and Hospitals System operating unit and CountyCare being collectively referred to as “CCH” in the remainder of this Single Case Agreement), seeks to arrange for the provision of health care, items and other services from a provider when the service cannot be provided by a provider in the CountyCare network or for continuity of care purposes until such time a qualified network provider is available; and

WHEREAS, CCH and Out-of-Network Provider desire to enter into this Single Case Agreement to provide Medically Necessary services to a specific individual eligible for the Medicaid Program and enrolled in CountyCare listed on Exhibit A to this Single Case Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of CCH and Out-of-Network Provider (each a “Party” and, collectively, the “Parties”) and for other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Parties intending to be legally bound agree to the following terms and conditions:

1. **Definitions.** Capitalized terms used in, but not defined by, this Single Case Agreement have the meaning ascribed by the MCCN Contract or Law. The following capitalized terms used in this Single Case Agreement have these meanings:
 - a. **“Allowable Charges”** means the Out-of-Network Provider’s billed charges for items or services that qualify as Covered Services.
 - b. **“Cost-Sharing Amount”** means any amount payable by a Covered Person, such as copayment, coinsurance, or deductible that is the Covered Person’s financial responsibility under the applicable Coverage Document, consistent with Government Requirements.
 - c. **“Coverage Document”** means a certificate of coverage or other coverage information issued or administered by CCH for CountyCare pursuant to a MCCN Contract.
 - d. **“Covered Person”** means the specific individual listed on Exhibit A, who is properly enrolled in CountyCare and entitled to receive Covered Services pursuant to a Coverage Document at the time such items or services are provided.

- e. **“Covered Services”** mean those specific services and items listed on Exhibit A for which benefits are available and payable under a Coverage Document and which are determined, as applicable, to be Medically Necessary.
 - f. **“Government Authority”** means any Federal, State, local, municipal or other government department, agency, body, tribunal, or other authority having legislative, judicial, regulatory, investigatory or enforcement jurisdiction over a Party or the arrangements contemplated by this Single Case Agreement.
 - g. **“Government Requirements”** mean all applicable statutes, regulations, rules, codes, ordinances, orders, instructions, guidance, decrees, and principles of common law of a Government Authority, applicable terms and conditions of the MCCN Contract, as may be amended, modified or superseded from time to time.
 - h. **“Law”** means any and all statutes, regulations, rules, codes, ordinances, orders, decrees, and principles of common law and other Government Requirements of any Federal, State, municipal, or other government department, agency, body, tribunal, or other authority having legislative, judicial, regulatory, investigatory or enforcement jurisdiction over a Person or an arrangement contemplated by the Single Case Agreement or by the MCCN Contract.
 - i. **“MCCN Contract”** means State of Illinois Contract Between the Department of Healthcare and Family Services and County of Cook, a Body Politic and Corporate, by and through its Cook County Health and Hospitals System, for Furnishing Health Services by a County Managed Care Community Network, Contract, inclusive of all its attachments, exhibits, schedules, and addenda, each as may be amended from time to time.
2. **Out-of-Network Provider.** Out-of-Network Provider represents and warrants that it is enrolled in the HFS Medical Program. (MCCN Contract §5.7.6). Enrollment in the HFS Program is a condition precedent to the submission and payment of any claim. Furthermore, Out-of-Network Provider agrees that it is not a participating provider in the CountyCare network by way of this Single Case Agreement.
3. **One-Time Agreement.** Out-of-Network Provider agrees that this is a one-time agreement for Covered Services only to the Covered Person listed on Exhibit A, and does not have an effect upon, or apply in any way, to, any other covered persons or to any other agreements that CCH and Out-of-Network Provider may be parties to now or in the future.
4. **Term of Agreement.** The term of this agreement is effective on [REDACTED] 202[REDACTED] and will expire on [REDACTED] 202[REDACTED].
5. **Reimbursement.** Reimbursement for Covered Services for the Covered Person are limited to those listed in Exhibit A, Table A-1 of this Single Case Agreement. This Single Case Agreement is not a guarantee of reimbursement for the same or similar Covered Services in the future. Upon expiration of this Single Case Agreement, Out-of-Network Provider is not entitled to reimbursement for Covered Services to the Covered Person. Out-of-Network Provider understands and agrees that this Single Case Agreement is not a guarantee of payment. Out-

of-Network Provider must meet CountyCare's administrative requirements and furnish Covered Services in accordance with Government Requirements and Law.

6. **Claims or Encounter Data.** Out-of-Network Provider shall make timely electronic submission to CCH of accurate claims for payment or encounter data, including all information and elements mandated by DHFS, for Covered Services provided to the Covered Person: (a) in accordance with the applicable CountyCare policies and procedures; (b) in compliance with applicable HIPAA Transactions Rule standards at 45 C.F.R. Part 162; and (c) as otherwise required by CCH and Government Requirements. CCH may deny payment for Covered Services provided to the Covered Person if the Out-of-Network Provider fails to timely cause electronic submission to CCH of claims for payment or encounter data for Covered Services in accordance with this Section, *unless* Government Requirements do not permit denial. (MCCN Contract § 5.7.8)
7. **Covered Person Hold Harmless.** Out-of-Network Provider is prohibited from seeking or obtaining funding through fees or charges to a Covered Person receiving Covered Services, except as permitted or required by DHFS in 89 Ill. Admin. Code Part 125 and DHFS's Fee-For-Service Medicaid Program copayment policy then in effect, and subject to CCH's election to charge copayments to the Covered Person. CCH does not charge copayments to the Covered Person for Covered Services, other than pharmacy copayments. Out-of-Network Provider acknowledges that imposing charges on the Covered Person in excess of those permitted violates Social Security Act § 1128B(d) (42 U.S.C. § 1320a-7b(d)) and may subject Out-of-Network Provider to criminal penalties. The hold harmless provision survives termination of this Single Case Agreement. (MCCN Contract §§ 5.34, 5.32.12, 7.8)
8. **State Hold Harmless.** Any dispute between CCH and Out-of-Network Provider will be solely between them. Each will hold harmless the State of Illinois and its agencies, officers, employees, agents, and volunteers from and against such dispute and any and all liabilities, demands, claims, losses, damages, causes of action, fines, or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, regardless of the reason. (MCCN Contract §§ 7.13, 9.1.8, 9.1.28)
9. **Cooperation.** Out-of-Network Provider must: 1) cooperate with CCH's quality assurance, utilization management, and requirements to the extent necessary for CCH to comply with the MCCN Contract; and 2) provide CCH access to medical records of the Covered Person.
10. **FOIA Request.** The Parties acknowledge and understand that CCH is part of a public body that is required to comply with the Illinois Freedom of Information Act ("FOIA"). (5 ILCS 140 *et seq.*)
11. **Entire Agreement.** This Single Case Agreement, together with its Exhibits and attachments, constitute the entire understanding between the Parties concerning this Single Case Agreement's subject matter and supersedes all previous agreements and understandings, oral and written, between the Parties regarding this Single Case Agreement's subject matter.

IN WITNESS WHEREOF, the Parties' duly authorized representatives have executed this Single Case Agreement to be effective as of the Effective Date inserted below by County.

County of Cook, Illinois, by and through its operating unit, Cook County Health and Hospital System (CCH)

Contractor: _____

Signature: _____

Signature: _____

Name: Aaron Galeener

Name: _____

Title: Interim CEO, CountyCare Health Plan

Title: _____

Date: _____

Date: _____

TIN: _____

NPI: _____

State Medicaid No (s): _____

EXHIBIT A

Out-of- Network Provider Term Sheet

COVERED PERSON: _____	RIN#: _____
DOB: _____	TERM OF AGREEMENT: _____
OUT-OF-NETWORK PROVIDER: _____	Tax ID #: _____
NPI #: _____	AUTHORIZATION #: _____

Table A-1.

DESCRIPTION OF COVERED SERVICES: _____.

Procedure Code	Modifier	Definition	Rate	Units
_____	_____	_____	\$ _____	_____

REIMBURSEMENT RATE AND CLAIMS SUBMISSION: CCH will pay Out-of-Network Provider the lesser of: (a) Allowable Charges; or (b) one hundred percent (100%) of the applicable Illinois Medicaid fee schedule in effect on the date of service, less applicable Cost-Sharing Amounts for the Covered Services described in Table A-1 below. Out-of-Network Provider must submit all claims to the address below:

CountyCare Health Plan
ATTN: Claims Department
PO Box 211592
Eagan, MN 55121-2892
Payor ID: 06541

Additional Provisions:

1. Multiple Dates of Service on Single Claim Form. Out-of-Network Provider must identify each date of service or item delivery on the claim form when submitting claims for multiple dates of service or item delivery on a single claim form.

2. Code Change Updates. Updates to billing-related codes (e.g., CPT, HCPCS, ICD-9, DRG, revenue codes, etc.) will become effective on the date that is the later of: (a) the first day of the month following thirty (30) days after publication of acceptance of the code updates by the Government Authority having authority over the Medicaid Program; or (b) the effective date of the code updates, as determined by the Government Authority. Claims processed prior to the effective date of code updates will not be reprocessed to reflect code updates.

3. Fee Change Updates. Updates to the Illinois Medicaid fee schedule will become effective on the date that is the later of: (a) the first day of the month following thirty (30) days after publication of acceptance of the fee schedule updates by the Government Authority having authority over the Medicaid Program; or (b) the effective date of the fee schedule updates, as determined by the Government Authority. Claims processed

prior to the effective date of fee schedule updates will not be reprocessed to reflect updates to the fee schedule.