



MCO Directed Payment Agreement

This Agreement summarizes the key terms under which [Provider] and [MCO] will operationalize the directive by the Kentucky Department for Medicaid Services (“DMS”), pursuant to KRS § 142.318 and KRS §§ 205.5601-.5603, for [MCO] to remit payments (“Ambulance Provider Directed Payments”) to [Provider] or its designee:

1. Ambulance Provider Directed Payments hereunder shall be made as directed by DMS, and shall continue as long as the payments are authorized under applicable law or regulation.
2. [MCO] will pay the Ambulance Provider Directed Payment on the schedule as established by DMS. In no event shall [MCO] be obligated to make more in total Ambulance Provider Directed Payments than the MCO Directed Payment it has received.
3. [MCO]’s liability for any given Ambulance Provider Directed Payment is discharged in its entirety upon issuance and receipt of Ambulance Provider Directed Payment to Provider. [MCO] has no responsibility for miscalculated Ambulance Provider Directed Payments that are caused by DMS.
4. If any MCO Directed Payments are recouped by DMS or CMS, [Provider] agrees to refund the Ambulance Provider Directed Payment it received equal to the amount of the recoupment to [MCO] at least ten (10) business days before [MCO] is required to remit such payments to DMS or CMS. If [MCO] is unable to collect the recouped amount of the Ambulance Provider Directed Payments from [Provider] for any reason, [MCO] can withhold the amounts of such payments owed to [MCO] from any other funds [MCO] owes to [Provider] regardless of the source or nature of such funds. [MCO] reserves all other rights and remedies to recover such amounts.
5. Nothing in this Agreement is intended to modify any existing contracts between [MCO] and [Provider]. This Agreement may only be modified by the parties by mutual written agreement and may be revoked by either party with 30 days written notice.
6. Provider for itself and for its affiliates, subcontractors, successors and assigns hereby waives, remises, releases and forever discharges MCO, its affiliates, agents, employees, shareholders, officers, directors and their respective personal representatives, successors and assigns, from any and all manner of actions, claims, damages, suits, proceedings, debts, offsets, obligations, demand, judgments, costs, or expenses (including attorneys’ fees and costs), and causes of action, in law or in equity, that now exist or may hereafter arise out of, on account of, or, in any way, may be incident to or arise in connection with the Ambulance Provider Directed Payment.

The undersigned authorized representatives of [MCO] and [Provider] indicate their agreement to the terms of this Letter Agreement effective as of the date last signed below:

[Provider]: _____

[MCO]: _____

By:

By:

Title:

Title:

Date:

Date: