

## **. LEGAL CHECK-UP #4**

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### **DEALING WITH MANAGED CARE ORGANIZATIONS**

- Are you planning to renew, or enter into, a contract with a Managed Care Organization?
- Has this contract been drafted to balance the rights and obligations of both you and the MCO, while protecting the patient-health care provider relationship?
- Are you planning to terminate a contract with a Managed Care Organization?
- Are you compliant with the terms of your current contracts with Managed Care Organizations?

Many managed care organizations have prepared “standard provider agreements”, which contain contractual provisions which favor the MCO. These Agreements are presented to the health care provider on a “take-it-or-leave-it” basis. Because many providers are dependent upon the MCO for patients, they will often enter into these contracts without fully considering the consequences of doing so. A health care provider should carefully review and understand any managed care contract they are considering signing. Provisions in the contract are often glossed over at the time of signing. It is these same terms which become troublesome for the health care provider when a controversy arises that requires interpretation or clarification. Our experience in representing health care providers in the managed care environment allows us to identify and explain problematic contract terms. Dealing with health insurers is a difficult task and we can make sure that you are maximizing your relationship.