Laws and Regulations for MCO / MLTCP Contract

- NYS Public Health Law Articles 44 and 49
- 10 N.Y.C.R.R. Part 98 HMO
- 10 N.Y.C.R.R. 763.12 Contract CHHA, LTHHCP & Aids Home Care Program
- 10 N.Y.C.R.R. 766.10 Contract LHCSA
- Affordable Care Act
- HIPAA and HITECH
- Civil Rights Act 1964
- Age Discrimination Act 1975;
- Americans With Disabilities Act
- Managed Care Reform Act of 1996 et seq.
- 42 C.F.R. Part 434 Contracts
- 42 C.F.R. Part 438 Managed Care
Contract Relationships

• NYS Dept. of Health (DOH) - “single state agency” Medicaid Program and Plan
• Public Health Law § 4403-f – DOH contracts with 50 Medicaid Long Term Care Plans (MLTCP), to which “certificate of authority” issued by DOH.
• MLCPC has three contracts:
  • Contract with DOH / Medicaid
  • Regulatory Agreement with NYS Dept. of Insurance (SID).
  • Contracts with certified home health agencies (CHHA), and licensed home care services agencies (LHCSA) to assess, case manage, and/or provide Comprehensive Health Services (CHS) known as “health and long term care services.”

Contract Definitions - PHL 4403-f and 10 N.Y.C.R.R. § 98-1.2

• Managed Care Organization (MCO) is a generic term used to describe a natural or corporate person or group of persons certified by DOH under PHL Article 44 to enter into arrangements, and contracts to provide comprehensive health services for a basic advance or periodic charge. MCOs are:
  • Health Maintenance Organizations (HMO)
  • Prepaid Health Services Plans (PHSP)
  • HIV Special Needs Plan
  • Primary Care Partial Capitation Provider (PCPCP)
  • Managed Long Term Care Plans (MLTCP).
• Comprehensive Health Services are health services needed to maintain good health, and different depending on the type of MCO.
Contract Definitions - PHL 4403-f and 10 N.Y.C.R.R. § 98-1.2

- MLTCP is MCO with a certificate of authority to provide or contract for health and long term care services on a capitated basis for enrolled Medicaid population.

- Health and Long Term Care Services are CHS for MLTCP: primary care, acute care, home and community based and institutional based long term care and ancillary services, including medical supplies and nutritional supplements that are necessary to meet the needs of the Enrollee.

- Case or Care Management, within MLTCP, is a process which assists Enrollees with establishing and implementing a written care plan and accessing necessary covered services, including referral and coordination of other medical, social, educational, psychosocial, financial and other services in support of the care plan, irrespective of whether such services are covered by the plan.

- Provider is a physician, dentist, nurse, pharmacist, and other health care professionals, pharmacies, hospitals and other entities engaged in the delivery of health care services, which are licensed, registered and/or certified as required by applicable federal and state law.

- Primary Care Practitioner (PCP) is a physician or other licensed provider who supervises, coordinates and provides initial and basic care to Enrollees and maintains continuity of care for Enrollees.
Independent Practice Association

• IPA is a network of Providers which contracts with MCO, employers, unions and other payors to deliver healthcare services. The IPA in turn also contracts with Participating Physician Providers to provide medical services to the Enrollees of the MCO.
• NYS law has expanded the definition to include Providers other than physicians.
• § 98-1.2(w) defines IPA as a corporation, limited liability company, or professional services limited liability company, other than one established under PHL Articles 28 (hospital), 36 (home health), 40 (hospice), 44(HMO) or 47 (Shared Health Facility), which contracts directly with providers or another IPA in order that it may then contract with one or more MCOs or Workers’ Compensation Preferred Provider Organization to make the health care services of its contracted providers available to the Enrollees of the MCOs, WCPPO or MLTCP, which can contract with an IPA to assess, case manage, and provide services.

Independent Practice Association

• IPA is middle guy. However, if an IPA shares risk with an MCO or with the IPA’s contracting providers, the IPA is also considered a provider for the purpose of the requirement for fraud and abuse prevention plans of § 98-1.21(a)(1)(2).
• Under NYS law, an IPA may also include a pharmacy or laboratory, with the legal authority to contract with other pharmacies or laboratories, to arrange for or provide services to Enrollees of a NYS MCO.
Enrollee

- Enrollee is the person who is eligible to receive Health and Long Term Care Services from the MLTCP.
  - What is mechanism for Provider to identify coverage of a particular Enrollee?
  - Provision that if MLTCP confirms coverage it is binding on MLTCP for payment.
  - How is Provider protected if MLTCP's Enrollee identification mechanism fails?
  - Effective date of disenrollment is the first day of the month following the month in which the disenrollment is processed.

Eligibility & Covered Services Issues To Be Addressed in Contract

1. MLTCP responsible for eligibility (age, service area, Medicaid eligibility).
2. Who decides if Enrollee needs at least one of the covered services for 120 days from effective date of enrollment, i.e., nursing services, therapies, home health aide, or personal care services in the home; or adult day health care or social day care.
3. Physician Collaboration - doctor willing to write orders for covered services under the plan. Who obtains initial and subsequent orders?
4. What covered services is the Provider responsible for, assessment, case management, and/or services?
Eligibility & Covered Services Issues To Be Addressed in Contract

5. Appendix Enrollee description of covered services part of contract, and specify which of the covered services provider will and will not provide.

6. MLTCP / Provider contract must describe delegated activities & reporting responsibilities to Provider, amount, duration & scope of services provided.

7. MLTCP / DOH contract: “non-covered services for which the Enrollee is eligible under the Medicaid Program will be paid by DOH on a fee for service basis directly to the Provider of service.”

8. Carve-outs: patient must be discharged from inpatient hospital, facility operated by OMH, OMRDD, Office of Alcohol and Substance Abuse, other managed care plan, Hospice, Home and Community Based Services waiver program, Comprehensive Medicaid Case Management Program, or OMRDD Day Treatment Program before eligible for MLTCP.

MLTCP Eligibility Activities

MLTCP / DOH contract states MLTCP responsible for:

1. **Assessing and evaluating** applicant for nursing home level of care, ability to remain or return home; and need for long term care services for 120 days.

2. **Submit** signed enrollments, assessment instruments, plan of care to LDSS.

3. Surplus amount (**spend-down** or NAMI) determined by the LDSS billing to Enrollee. MLTCP disenrollment for non payment w/in 30 days of due date if make written demand to collect. Capitation rate received by MLTCP is minus the spenddown, irrespective of whether it is collected from Enrollee.

MLTCP / Provider contract that is responsible, any delegation and how status of these MLTCP obligations will be communicated to CHHA or LHCSA.
Written contract for home care services:
• description of nature, scope and type of services;
• the manner in which services are coordinated, supervised and evaluated;
• the charges, reimbursement and other financial arrangements;
• indemnification provisions between the CHHA or LHCSA and other party;
• contracted personnel meet personnel requirements of 763.13 or 766.11;
• notwithstanding other provisions in contract CHHA or LHCSA remains responsible for:
  i. ensuring services provided pursuant to federal, state and local laws;
  ii. planning, coordinating and ensuring quality of services provided;
  iii. ensuring adherence to plan of care;

Whereas Clauses

• Corporate Practice of Medicine Doctrine - MCO may only contract with licensed providers, professional corporations, professional services limited liability companies, partnerships, companies, and corporations that are licensed, registered or certified to provide the health care services.

• Licensed & Certified Providers - MLTC can only contract with providers that are in compliance with all applicable State and federal licensing, certification, laws and regulations, have a good reputation and capacity to perform the needed contracted services.
Contracting with MCO

Application procedures and minimum provider qualification requirements.

NYS does not have an "any willing provider statute." Law requires MCO to accept or offer the opportunity of network participation to any Provider that meets its selection criteria. However, NYS does require MCO maintain a network that is sufficient to deliver CHS to their enrolled population.

Credentialing is the MCO’s process of obtaining, reviewing, and verifying the documentation of providers for the purpose of allowing them to join their network through contract. Documents reviewed include licensure, certifications, insurance, evidence of malpractice insurance; malpractice history, etc., are verified through primary sources.

Can You Afford to Enter Into This Contract with MLTCP?

- Assess your ability to economically deliver Health and Long Term Care Services pursuant to MLTCP contract and generate a reasonable profit.
- Identify changes in provision of care needed to maximize financial success.
- Any risk sharing in the MLTCP contract?
- Risk-Sharing means the contractual assumption of liability by the health care provider or IPA by means of a capitation arrangement or other mechanism, whereby the provider or IPA assumes financial risk from the MCO for the delivery of specified health care services to Enrollees of the MCO.
Capitation is a monthly flat payment on a per Enrollee basis paid by the MCO to Provider to provide CHS to the Enrollees. The Provider’s revenue is based on the number of Enrollees for whom Provider is responsible, and not utilization of services.

Capitation arrangements shift more economic risk to the Provider than per diem or per episode payments.

Actuarial analysis of the assumptions and capitation rate include:

- Population covered
- Covered services under capitation vs. carve-outs
- Enrollees’ use rate, demographics and acuity
- Boundaries of geographic service area

Solution for Insufficient Capitation Rate – Sample Provision

MLTCP and Provider acknowledge that the monthly capitation rate is based on covered services. If there is a material increase in the scope of services provided by the Provider, or a material change by MLTCP in benefit structure or any applicable copayments or deductibles, the Parties agree to negotiate in good faith a revised capitation rate to account for such increase or change. Until the Parties agree on a revised capitation rate, any additional services provided by Provider to Enrollees shall be reimbursed by MLTCP on a fee for service basis pursuant to the Provider Fee Schedule attached as Exhibit A to this Agreement.
Per Case or Episode Payment & Sample Contract Provision

• Negotiated Solution - Outlier Arrangement that establishes a threshold above which services are reimbursed on a separate basis.

• If the total charges for an admission to home care are greater than 150% of the per case or episode payment than the payment for such claim shall be ____.

• Risk Pools involve withholding a portion of Provider’s payment. If there is a surplus in the fund at the end of the contract fiscal period, the surplus is distributed to the Provider based on defined cost or utilization targets. If there is no surplus, the Provider forfeits their withhold amount.

DOH Approval and Financial Review

• DOH financial review and approval of MCO contract that transfers financial risk for CHS to another entity. DOH or SID approval of shared risk between MCO and IPA. § 98-1.18(e).

• PHL Article 44 - All MCOs assume the obligation to provide or contract for the provision of CHS in exchange for a predetermined payment amount per Enrollee per month. This is referred to as acceptance of full risk by the MCO pursuant to PHL § 4403(1) (c). MCO must fulfill its non-transferable obligation to provide CHS to Enrollees in any event, including the failure of a risk sharing arrangement with a Provider.

• DOH financial requirements on MCO that shares risk with Providers (i.e., Financial Security Deposit, Demonstration of Financial Viability).

• If provider assumes too much risk, financial requirements are also imposed. § 98-1.11, Financial Review Criteria Used for Specific Risk Level Categories.
MLTCP Boilerplate Contract

- **MLTCP Standard Contract** with Schedules and Attachments cannot be modified because MLTCP policy dictates a single form for all providers, or government regulatory body, DOH or SID, has approved the contract.
- Check contract for compliance with NYS requirements.
- Negotiated Solution is a **Letter Agreement or Contract Addendum** executed at same time as form contract that addresses changes requested by Provider to reflect the understanding of the Parties and bring better balance to the relationship between the MLTCP and the Provider.

Sample Contract Addendum for Boilerplate

*This Addendum and the Contract executed by the Parties contemporaneously set forth all the terms, conditions, and obligations governing the relationship of the Parties and supersede any earlier agreements or promises, whether oral or written. In the event of conflict or inconsistency between the provisions of the Contract and the Addendum, the provisions of the Addendum shall govern.*
Demand the Entire MCO Contract with Appendix

Provider’s Counsel reviews form contract with incorporated documents by reference such as policies, bylaws, protocols, manuals, rules.

Provider must negotiate:

1. A change in any provisions in the contract that incorporates by reference an existing or future document into the contract without prior notice to the Provider.
2. The opportunity for the Provider to review such document.
3. The opportunity to object to any terms of the document and terminate the contract if the new document seeks to impose obligations or restrictions on the Provider that materially change the contract in a manner that is adverse to the Provider.

Compliance with MCO’s Policies and Procedures

- Review Policies & Procedures on Enrollee identification, preauthorization, medical reviews, and claims handling, to determine if compliance is possible or too costly.
- Require Provider’s compliance only with written P & P that were delivered to the Provider and incorporated in the contract as Appendix.
- Negotiate a process for modification of unreasonable time frames to comply with administrative requirements, provide for a notification of non-compliance and opportunity for Provider to cure.
- Negotiate notice of and an opportunity to cure any claimed Provider breach of P & P.
**Subsequent Changes to P & P**

Subsequent amendment to P & P that is already incorporated in the contract be conditioned on receipt of written notice of the proposed amendment or new procedure, 60 days before its effective date.

If the Provider determines that the amendment is unreasonable or will adversely affect the Provider’s operations or the financial arrangement between the Parties, then the Provider shall have an opportunity to furnish a notice of termination.

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**DOH Approval of MCO Contract and Attachments with Provider**

§ 98-1.5(b) (6) requires MCO/Provider contract to have provisions which:

- Specify risk sharing arrangement;
- State the Provider shall hold MCO Enrollees harmless from liability and shall not bill Enrollees for the costs of covered services (CHS) rendered by the contracting provider, except that nothing herein shall prevent the collection of applicable co-payments, co-insurance or permitted deductibles.
- Allow access by the MCO and participating IPA, as necessary, to the medical records of all health care Providers serving the MCO’s Enrollees, provided the consent of the Enrollee is first obtained at time of initial enrollment or initial visit with Provider.
Material Change to MCO/MLTCP Contract

DOH approval of any material changes to MCO/Provider contract, submitted in advance of implementation in accordance with guidelines issued by DOH.

§ 98-1.2(aa) - material change, except to a management contract, are:

• any change to a required contract provision or appendix as per DOH contract guidelines;
• any change or addition of a risk sharing arrangement, other than the routine trending of fees or other reimbursement amounts;
• any addition of an exclusivity, most favored nation or non-compete clause;
• any proposed subcontracting of the existing obligations of an IPA;
• any subcontracting of the statutory or regulatory responsibilities of an MCO/MLTCP;
• any proposed revocation of an approved delegation of subcontracting.

NYS DOH Standard Clauses for MCO/IPA Contracts


DOH Definitions

1. Managed Care Organization.
3. Provider.
DOH General Terms and Conditions

1. DOH Approval - MLTCP contract with Providers must be approved by DOH as per PHL 4402 and 10 N.Y.C.R.R. Part 98. If implemented prior to approval, agree to add DOH modifications or terminate effective 60 days after DOH notice. Contract is sole agreement.

2. Material Change - material change, defined § 98-1.2(aa), submit to DOH prior to 30 days of effective date and 60 days if risk sharing amendment.

3. Assignment of certain contracts between MCO and IPA, or other Provider networks and certain medical groups require prior DOH approval.

4. Laws, Regs, Guidelines and P & P - Provider agrees to comply with statutory and regulatory requirements, guidelines, and policies imposed by DOH and SID on MLTCP and IPA. MLTCP must give Provider 30 day notice prior to implementation of any new rules or policies involving:
   a. Quality improvement/management.
   b. Utilization management, precertification procedures, referral process or protocols and reporting of clinical encounter data.
   c. Member grievances and appeals.
   d. Provider credentialing.
   e. Any changes to Covered Services.
Sample Contract Provision

Provider agrees to participate in and cooperate with the Utilization Management and Quality Improvement Programs utilized by MLTCP, subject to Provider’s right to appeal any adverse decisions. A copy of the MLTCP’s Utilization Management and Quality Improvement Program is attached to this Agreement as Exhibit X.

DOH Requirements for MLTC Contract

MLTC contract includes standards for “access, availability, and continuity of service” including, but not limited to:

- length of time to respond to requests for referrals;
- timeliness of receipt of covered services;
- timeliness of implementation of care plan, and
- telephone consultation to assist enrollees in obtaining health information, and on a 24 hour basis, urgent care.

Negotiate these terms in contract.
DOH General Terms and Conditions

5. No Discrimination - Provider agrees not to discriminate against Enrollee based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition.

6. PCP - Primary Care Provider must have 24-hour coverage, and call in.

7. MLTCP Liability - MLTCP or IPA must agree that nothing within the contract is intended to transfer liability for the MLTCP or IPA’s own acts or omissions by indemnification to the Provider.

8. Laws - Parties comply with Managed Care Reform Act of 1996 et seq.

9. Provider Obligations - MLTCP / DOH contract incorporates MLTCP obligations to providers including:
   
a. Inconsistencies - MLTCP cannot impose obligation or duties on the Provider or IPA which are inconsistent with DOH / MLTCP contract or impair rights under law, and vice versa.
   
i. No provision in MLTCP /Provider contract shall be construed contrary to PHL Article 44 and 42 CFR Parts 434 and 438.
   
ii. MLTCP contract with Provider does not create a contractual relationship with DOH.
DOH General Terms and Conditions

Provider Obligations (Contd.)

b. **Monitor and Sanctions** - MLTCP must monitor performance of Provider or IPA and impose sanctions or terminate contract if DOH contract standards not met.

c. **Corrective Action** – Provider must perform in compliance with terms of MLTCP / DOH contract and applicable federal and state laws, and if MLTCP identifies deficiencies take corrective action.

d. **Confidentiality** – Provider must comply with confidentiality requirements of MLTCP / DOH contract.

e. **Newborn** - MLTCP and Provider or IPA agree that a woman’s enrollment provides coverage for newborn unless newborn is excluded from enrollment or no services offered in mother’s county.

f. **Newborn Records** - to provide medical records to the MCO to determine newborn eligibility for SSI where mother is Enrollee of MCO and for quality purposes.
DOH General Terms and Conditions

Provider Obligations (Contd.)

g. **Lobbying** - Provider or IPA agrees not to pay any federal funds to influence or lobby government employee, officer, Congress in connection with award of Federal loan, grant or contract. File Certification Regarding Lobbying and Disclosure Form if non federal funds paid exceed $100,000.

h. **Crimes** - to disclose to MCO on ongoing basis any managing employee that is convicted of a misdemeanor or felony related to Medicare, Medicaid or Block grants.

i. **Exclusion Lists** - monitor its employees and staff against OIG and OMIG Excluded Lists.

j. **Ownership Disclosure** - to disclose to MCO complete ownership, control and relationship information.

k. **Sub-Contractor Disclosure** - to obtain for MCO ownership information about any subcontractor of Provider with whom Provider does $25,000 or more business in a 12-month period ending on date request made by DOH, OMIG or DHHS – CMS. 35 days turnaround.

l. **Subcontractor Compliance** - provision describing how subcontractor of Provider shall participate in MLTCP’s quality assurance, service authorization and grievance and appeals process and monitoring and evaluating services provided under the Plan.
DOH General Terms and Conditions

11. Comply with HIPAA, HIV Confidentiality of PHL and Mental Hygiene Laws.
12. Credentials - MLTCP responsible to review credentials of provider, affiliated professionals and subcontractor.

DOH Requirements on Payment & Risk Arrangements

1. Enrollee Non-Liability
   a. Provider cannot bill Enrollee or eligible dependent’s for services, even if MCO or IPA insolvent.
   b. Provider cannot bill DOH for covered services under MCO contract.
   c. Provider can collect from Enrollee permitted co-payments, co-insurance or deductibles, except for Program of All Inclusive Care for the Elderly (PACE).
   d. Provider can collect from Enrollee fees for uncovered services if Provider advised Enrollee in writing that the service is uncovered and the enrollee will be liable, prior to providing the service. If not sure, obtain a coverage determination from MCO.
   e. This provision survives termination of MCO contract and supersedes any oral or written agreement between Provider, Enrollee or rep.
DOH Requirements on Payment & Risk Arrangements

2. **Coordination of Benefits** - Provider may seek payment from third parties on behalf of MCO and must keep records and make them available to MCO. MLTCP/DOH contract requires MLTCP to make “diligent efforts” to determine if enrollee has third party health insurance. LDSS must maintain information about TPL on WMS/eMedNY Third Party Resource System. MLTCP can keep 100% of what it collects from TPL. Enrollee not responsible. Medicaid still payor of last resort.

3. **Adverse Change** - MCO or IPA must provide 90 day notice of adverse change in reimbursement to health care professionals licensed, registered or certified under Education Law. Except notice for changes in fee schedule.

4. **Physician Incentive Plan** - regulations of 42 CFR Part 422. No specific payment will be made directly or indirectly under the plan to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an Enrollee.

5. **Home Health Claim** - Agree that claim for home health care services following an inpatient hospital stay cannot be denied on the basis of medical necessity or lack of prior authorization while a utilization review determination is pending if all necessary information was provided before a member’s inpatient hospital discharge. PHL 4903.
DOH Requirements on Records Access

1. Provider must obtain consent/authorization from Enrollee and will make medical records available to MLTCP, DOH or government authorities.
2. Provider agrees to disclose records to DOH, HHS, DSS, OMIG, Comptroller of NYS and U.S. and AG.
3. Provider retains medical records for 6 years after date of service and if minor 3 years after majority, or 6 years after date of service, whichever is later.
4. MLTCP will obtain consent directly from Enrollee at time of enrollment or earliest opportunity, or Provider will at time service is rendered.

DOH Requirements on Termination

1. Termination or non-renewal of MLTCP contract with Provider that serves 5% or more of enrolled population in a county requires 45 days prior notice to DOH. Earlier effective, if DOH decides imminent harm to Enrollees.
2. If MCO contract is with a health care professional, MCO must give reason for contract termination and opportunity for review as required by state law. 60 days notice.
3. If contract between MCO and IPA is terminated, IPA providers agree to provide services for 180 days after termination date, or until MCO makes other arrangements for care.
DOH Requirements on Termination

4. Continuation of Treatment by provider, IPA or IPA providers if MCO contract terminated until d/c or transfer of Enrollee for services.

5. MCO or IPA can immediately terminate contract if Provider is terminated or suspended from the Medicaid or FHP programs.

6. If MCO contract with DOH is terminated, the Provider or IPA agrees to assist in orderly transfer of Enrollees to other providers.

DOH Requirements on Arbitration

MLTCP / Provider contract must provide for arbitration or alternative dispute resolution between MLTCP, Provider, subcontractors, or IPA. DOH is not bound by arbitration or mediation decisions, but should receive copies of all decisions.
DOH / MLTCP Marketing Requirements

Contract between MLTCP and DOH has many marketing requirement activities pursuant to federal and state laws, which the DOH contract imposes on Providers who contract with the MLTCP. DOH requires its contract with MLTCP have “a description of how the MLTCP will assure that the Participating Providers comply with” provisions in the MLTCP and DOH contract on marketing requirements.

DOH contract marketing requirements listed below; therefore, these issues need to be addressed in the contract between the MLTCP and CHHA and LHCSA.

1. Comply with 42 CFR 438.104 & NYS laws and DOH, in consultation with SID, approval.
2. Describe how MLTCP will distribute marketing materials in service area.
3. Formats (radio, letters, posters, brochures, handbooks), for visually and hearing impaired; forums (health fairs, provider offices, community events).
4. 12 point type at 4th to 6th grade reading level.
5. How market if don’t speak English as primary language.
DOH / MLTCP Marketing Requirements

6. Method and timetable for updating and disseminating list of participating Providers.

7. MLTCP provision of nominal gifts to applicants, FMV no more than $5 and available to all, whether or not they enroll.

8. MLTCP can’t market and influence enrollment in conjunction with the sale or offering of any private insurance.

9. MLTCP’s marketing personnel’s qualifications, training, evaluation, supervision, and compensation. No financial incentives to marketers based on number of Medicaid recipients enrolled.

10. How will MLTCP monitor compliance with DOH approved marketing plan.

11. Can’t mislead, confuse, defraud or misrepresent about the MLTCP, its providers or CMS.

12. Can’t select eligible applicants based on health assessment; no cherry-picking.

13. MLTCP distribute marketing materials in community center, pharmacies, hospitals, nursing homes, home care agencies, doctor’s offices, and other places where applicants needing long term care services may gather.
**DOH / MLTCP Marketing Requirements**

14. Marketing activities at provider sites only with provider permission.

15. Prohibit door-to-door, telephone, or cold call marketing activities.

16. If applicant consents, family member and other caregivers can participate in marketing encounter.

17. MLTCP only market benefits and services covered by MLTCP contract and available for contract period.

**Care Management Contract Provisions**

**Case or Care Management** - MLTCP’s process to assist Enrollees with written care plan, and necessary covered services, including referral and coordination of other medical, social, educational, psychosocial, financial and other services, in support of the care plan, irrespective of whether services are covered by the plan.


Review P & P to determine your responsibilities as Participating Provider.
Care Management Contract Provisions

Contract between MLTCP and Provider must address who is responsible for:

1. Comprehensive assessment of Enrollee and plan of care, updated as warranted by the Enrollee’s condition, but at least once every six months.
2. MLTCP must contract with Providers for care management services, could be provided by interdisciplinary team.

3. Care Management Services include:
   a. Initial assessment of Enrollee.
   b. Reassessments.
   c. Management of covered services and coordination of covered with non-covered services provided by other community resources and informal supports, *i.e.*, meal on wheels.
   d. Develop individual plan of care with Enrollee and informal supports, health care goals, types and frequency of covered and non-covered services and supports necessary to maintain plan of care.
   e. Monitor progress of care, evaluate if appropriate and pursuant to POC.
   f. Evaluate if plan of care continues to meet Enrollee’s needs.
MLTCP's Care Management System

DOH / MLTCP contract requires MLTCP have Care Management System for:

2. Sharing clinical and treatment plan information.
3. Obtaining consent to share medical and treatment plan information among Providers.
4. Provide Enrollees with written notification of authorized services.
5. Enlist involvement of community organization that provide non-covered services to support plan of care.
6. Assure documentation in care management record meets legal requirements.

Therefore, Provider should request information about the Care Management System, and incorporate as Appendix to contract.

Advance Directors Contract Provision

MLTCP is responsible to provide written notice to Enrollee about Advance Directives and health care proxies under federal and state laws. 42 CFR 438.6(i), 422.128; NYS PHL Articles 29-B and 29-C; 10 N.Y.C.R.R. 98-1.14(f) and 700.5
MLTCP “Provider Services”

MLTCP / DOH contract requires MLTCP to provide the following “Provider Services”:
1. Assisting Providers with prior authorization and referral protocols.
2. Assisting Providers with claims payment procedures.
3. Responding to Provider questions and complaints.
4. Orientation of Providers and sub-contractors to program goals.
5. Provider training to improve integrations and coordination of care.

Address these issues in contact.

MLTCP Full Responsibility Retained

Notwithstanding any contract provision with Participating Providers, MLTCP retains full responsibility for complying with laws and regulations, DOH contract, and DOH requirements.

MLTCP shall oversee and is accountable to DOH for all functions and responsibilities under DOH contract.

MLTCP can only delegate to Providers activities or functions described in 42 CFR Part 434 Contracts and Part 438 Managed Care and state laws.

If MLTCP wants to delegate management responsibilities, it must obtain approval management services agreement from DOH pursuant to 10 N.Y.C.R.R. 98-1.11.
Prompt Payment to Providers of Covered Services
Insurance Law § 3224-a

If claim or bill for health care services is clear and there is no fraud, payment by MCO is expected within 30 days if received electronically, and 45 days if received by paper or fax.

If claim is not reasonably clear due to a good faith dispute regarding the eligibility of a person for coverage, the liability of another insurer or entity for all or part of the claims, the amount not in dispute shall be paid and with reference to the claim amount not paid, the MCO shall send in writing within 30 days of receipt of claim, reason why not liable, or request additional information to determine if claim is covered.

Penalties on MCO for failure to pay promptly include interest.

Recovery of Overpayment to Provider Insurance Law § 3324-b

MLTCP can audit participating Providers’ claims for a six-year period from the date the care, services or supplies were provided or billed, whichever is later, and to recoup any overpayments discovered as result of the audit. The six-year limitation does not apply to situations in which fraud may be involved or in which the provider or an agent of the provider prevents or obstructs the MLTCP’s billing.
Questions?

Thank you!

• Doc # 644867.1