

Compliance with Managed Care Contracts:

You Signed It -
Now You Have to Live With It

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Learning Objectives

- Introduce Elements of Managed Care Contracts
- Identify Compliance in Terms of Contracts, Manuals, Policies and Protocols
- Recognize The Distinctions Between Contract & Regulatory Compliance



Legal Compliance

- **Disclaimer**

This presentation is for general education purposes only.

The information and discussion should not be used as a substitution for legal advice. The information contained in these materials and presented, either during the lecture or discussions, is not intended to be, and is not, legal advice. Legal advice is very fact-specific and if you wish legal advice, you should seek your own private attorney.

Attendance at this presentation should not be construed as creating an attorney-client relationship with the speaker.



Fun With Contract Compliance



Managed Care Contract Basics

- Most healthcare contracts will be managed care contracts
- General Types
 - Individual Provider, Facility or Ancillary
 - Medical or Behavioral
 - Medicaid Managed Care
 - Long Term Services & Support (LTSS)
 - Subcontractor



Contract Components


Parts ≠ Parts

- Contract Headings, Paragraphs
- Appendices and Attachments
- Incorporated materials
- State Specific / Customized Parts



Typical Headings


Payer 1 Example	Payer 2 Example
<ul style="list-style-type: none"> • Definitions • Representations and Warranties • Applicability of this Agreement • Duties of Facility • Duties of Payer • Claims • Dispute Resolutions • Term & Termination • Miscellaneous 	<ul style="list-style-type: none"> • Definitions • Obligations of Provider • Confidentiality / Records • Insurance • Relationship of Parties • Indemnification and Liability • Dispute Resolution • Term & Termination • Miscellaneous



childserve
Believing in the spirit of a child.

Typical Appendices

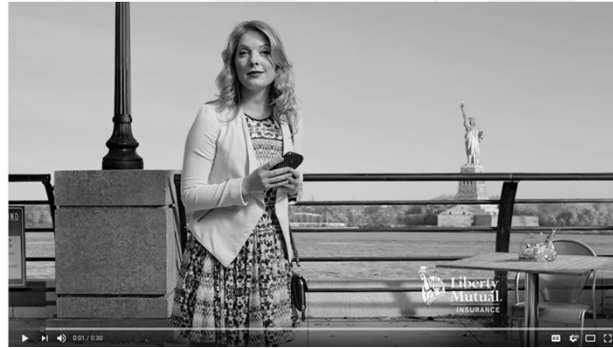
Payer 1 Example	Payer 2 Example
<ul style="list-style-type: none"> • Facility Location and Service Listing • Benefit Plan Descriptions • Additional Manual Appendix • State Program Payer Appendix • State Regulatory Requirements Appendix 	<ul style="list-style-type: none"> • Provider Network Attachment • Government Program Participation Attachment • Plan Compensation Schedule • Specific Practitioner Reimbursement Terms



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Contract Language

<https://www.youtube.com/watch?v=Ci40Z0osr0E>



Confidentiality Clause

- Confidentiality
 - Everything
 - Business Information
 - Rates
- *Compliance Implications*
 - Awareness
 - Limited Access



Incorporation of Other Sources



- Statutes, Regulations, etc.
- Provider Manuals, Protocols, Policies, etc.



Incorporating Manuals, Etc.

- Subject to Change
- Limited Notice
- *Requires Constant Monitoring*
- *Consider Making A Part of Scorecards*



Proof of Insurance Clauses

- Typical to Include Type and Amounts of Insurance
- Typical to Include Notification of changes
- Typical to Include Policy Language Protections
- Notice of Coverage

Notify Agent

Copy w/in 90 days

Annually or With Changes



Operations



- Government Programs May Require
 - Hours of Operation
 - Geographic Coverage
 - Time Limits from Contact to Appointments
 - Communication Assistance
 - Access Assistance
 - Nondiscrimination



Credentialing

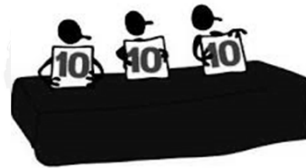


- Getting in Network
- Licensed / Certified Individually and Group
- If Government Programs, First with Government
- With Payer
- Renewals
- *Tracking Essential*

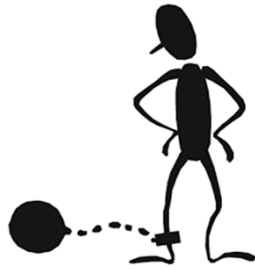


Patient Eligibility

- Requires Patient Eligibility at Time of Service and Before Service (except emergencies)
- Manuals, Policies, Procedures Control
- *Could Require Telephone or Internet Verification Systems*



Pre-Authorization



- Mandatory Participation
- Denial of Payment Penalty
- Heavy Reliance on Contract's "Medical Necessity"
- *May Require Extra Documentation*
- *Not the Final Word*



Utilization Management

- Mandatory Participation
- Can be
 - Prior Authorization
 - Concurrent Authorization
 - Retrospective Review
 - Corrective Action Plans
- *Sometimes Required Electronically*
- *Extra Documentation Requirements*



Quality Program

- *“Will participate” in Payer’s Quality Program and “All Procedures”*
- *“Shall comply” with Payer’s Quality Improvement Programs*
- *“Shall implement” Quality Improvement Goals and Improvement Activities*
- May Includes Traditional Quality with Availability, Access and Cooperation
- Announced or Unannounced Audits
- Additional Reports



Extended Treatment

- Prohibitions on Discharge from Service
- Extensions Beyond Termination of Contract



Regulatory Compliance

Payer Example

- Shall Comply with All Laws & Regulations
- Shall Comply with All Policies, Procedures & Programs
- Shall Report all Actual or Suspected Fraud, Waste, Abuse, "Criminal Acts" and "Misconduct" By Providers, Employees, Subcontractors and Members
- Shall Participate in Payer's Compliance Training
- Shall Cooperate with Payer's Compliance Program
- Shall Cooperate with Audits
- Shall Produce all Records Upon Request
- Responsible for All Subcontractors and "Down-stream Providers"
- Records to Prove It




Regulatory Compliance

One Payer Example

- Compliance & Fraud Policies Similar to that of Payer
- Standards of Conduct Similar to that of Payer
- Disseminate Both w/in 90 days of hire and annually thereafter
- Complete CMS Medicare Learning Network® Fraud, Waste & Abuse + General Compliance Training w/in 90 days and annually thereafter




Payer Example (continued)





<https://youtu.be/Fxid2v5HG70?t=3m15s>

- Processes to Oversee and Ensure that Provider and Provider's Downstream Entities Maintain Compliance
- Ensure Performance of Both Provider and Downstream Entities Consistent with The Agreement
- Including Discipline & Corrective Action

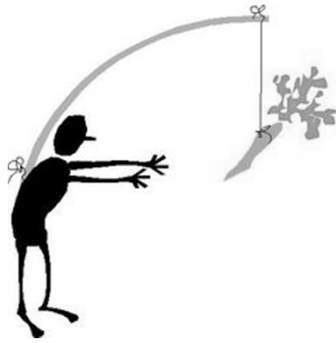


Documentation

- Obtain Patient Consent for Managed Care Access
- Any Reports and Clinical Information
- "Additional information, data, or reports"
- Medical Records Must Be "Legible, Signed and Dated"
- Retention Periods Differ



Billings



- Clean Claims – “includes all necessary supporting documents”
- Submitted w/in Time Limits
- Tracking Denials, Appeals



Marketing

- Use of Provider’s or Payer’s Name, Logos, Trademarks, etc.
- Non-disparagement Clauses
- “Shall not market or advertise non-health related products to Medicare Members”
- Notice on Termination



- Other Requirements
 - Excluded employees, contractors, etc.
 - Government Program Third Party Liability
 - Encounter Data / Utilization Reports
 - Critical Incident and Health Care Acquired / Preventable Condition Reporting
 - Certificate of Ownerships / Compliance
 - Terms and Termination



Business Operation Provisions

- Mergers & Acquisitions
- Changes in Ownership / Operation
- New Locations
- Financial Matters

May Require Notice

Timelines Vary

May Require Approval



Relationships

- Strong Relationships Are Critical to Success



Thank You

Questions?

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