

Section 19

Participating Facilities

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Section 19

Facility Contract Process

Hospital Contracts

Every participating hospital provider has a Hospital Agreement executed by both CDPHP and the hospital. The Agreement generally includes various Schedules and attachments that specify the responsibilities of the parties and terms of reimbursement to the hospital for services rendered for various CDPHP programs.

Hospital Agreement

Each Hospital Agreement is specific to one of the CDPHP companies, and has its own set of Schedules and attachments and may have a Medicare Choices/Advantage Schedule or Addendum and a Medicaid Schedule or Addendum if the hospital is located in a county where CDPHP has enrolled members in these government programs. The current executed Agreement, including all current Schedules, Exhibits, Addenda and Amendments, or other attachments, is the official source for terms of reimbursement for covered service rendered.

The body of the Hospital Agreement generally has the following Articles which address agreed-upon terms regarding:

- **Contracting Parties, Addresses, and Effective Date(s)**
- **Definitions:**
 - Affiliates
 - Covered, medically necessary services, out-of-network services, medical emergency
 - Inpatient hospital day, generally excluding date of discharge
 - Rate, copayment, coinsurance, deductible
 - Physician, participating physician, designated physician, etc.
- **Member Eligibility:**
 - Verification process, ID cards
 - Telephone numbers, policies, etc.
- **Hospital Admissions and Services:**
 - Notification of admissions, discharge summaries
 - Agreement regarding cooperation with CDPHP rules, policies and procedures, including:
 - Utilization management, quality improvement procedures, peer review evaluations
 - External audit systems, provider credentialing, member grievance procedures
 - Criteria regulating hospital admissions and hospital length-of-stay
 - Criteria regulating appropriateness and medical necessity of services to members
- **Payment for Services:** Billing period, payment period, coordination of benefits
 - Hospital must collect or bill members for copayments, coinsurance, and deductibles.
 - Hospital may bill members for services that are not covered services under the Hospital Service Agreement or the member's membership contract, such as cosmetic surgery, if the member has been advised of financial responsibility prior to provision of services.
 - Hospital may not bill members for services that:
 - do not meet medical necessity standards, or
 - are not authorized according to CDPHP resource coordination policies.
- **Participating and Designated Physicians:** Medical staff appointment, disciplinary action, etc.
- **Books and Records:** Access, copies, cooperation with utilization management, etc.
- **Pre-Admission Testing:** Payment for laboratory and radiology tests is considered part of the global rate when performed before admission or surgery.
- **Term, Amendments, and Termination of Agreement:** Effective date, automatic renewal, notice, etc.
- **Arbitration and Dispute Resolution:** Informal and formal claims resolution processes
- **Miscellaneous:** Public and professional liability insurance, regulatory requirements, etc.
- **Notices:** Official names and addresses for legal notices to both parties

Rate Schedules to the Hospital Agreement

The Schedules, appended to the Hospital Agreement, generally specify the rates and methods of reimbursement to the hospital in effect for a specific period by product line. The Schedules specify rates of reimbursement for inpatient services, and outpatient services such as: emergency department, urgent care, ambulatory surgery, and other outpatient services, and may include rates for other special categories of services.

For hospitals with outpatient laboratory and radiology services contracted at the CDPHP Fee Schedule, the hospital qualifies as a preferred provider in the CDPHP participating providers directories, there is no copayment for the member, and the hospital receives the full fee amount.

Generally, hospital services that are not addressed in the Schedules are not reimbursed by CDPHP, except for care that is prior authorized by CDPHP or emergent in nature. CDPHP should be notified immediately when a new category of services is introduced so that amendments to the Agreement and Schedules may be considered. New technology services require review and approval by a CDPHP medical director.

The CDPHP Schedules may also include sections specifying terms and rates of reimbursement for services to members in government programs such as Medicare Choice/Advantage, Child Health Plus, and Medicaid, if applicable, which may be payable at the current New York State Medicaid or regional Medicare rates.

Additional Schedules

The Hospital Agreement may have additional Schedules and Amendments addressing unique terms for your hospital/facility.

Exhibits

The Hospital Agreements may also include specific Exhibits to the Schedules outlining specific contract services and rates.

Other Facility Contracts: Ancillary Services

Skilled nursing facilities, ambulatory surgery centers, dialysis centers, and other participating health care facilities that are licensed as Article 28 facilities in New York state, or qualified facilities in other states which are credentialed by CDPHP, have a current Agreement executed by both parties. Each Agreement has its own set of Schedules and attachments. In addition, the Agreement may have Medicare Choice/Advantage Schedule Addendum and Medicaid Schedule or Addendum if the facility is located in a county where CDPHP has members in these government programs. Examples of Agreements for other facilities are:

- Skilled Nursing Facility Service Agreement
- Ambulatory Surgical Center Service Agreement
- Participating Adjunct Provider Agreement
- Home Health Care
- Etc.

These Agreements generally have articles and terms similar to those noted above for Hospital Agreements, but are specific to these providers' specialty of care.

Rate Schedules to the Agreement

Each Agreement has Schedules that specify rates and methods of reimbursement to the facility.

Generally, facility services that are not addressed in the Schedules are not reimbursed by CDPHP, unless prior authorized by CDPHP. CDPHP should be notified immediately when a new category of services is introduced so that amendments to the Schedules may be considered.

The CDPHP Schedules may also include sections specifying terms and reimbursement rates for government programs such as Medicare Choices/Advantage, Child Health Plus, and Medicaid, if applicable, which may be payable at the current New York State Medicaid or regional Medicare rates.

Healthcare Network Strategy Department

Hospital and other Facility Agreements are negotiated and administered by contract administrators in the healthcare network strategy department at CDPHP. Specific questions regarding the effective dates, terms and rates in the Agreements, Schedules and attachments should be directed to the assigned contract administrator designated for your hospital or facility. If that person is not known, you may contact the healthcare network strategy department at (518) 641-4290 for assistance.

Facility Responsibilities

CDPHP participating facilities accept the following responsibilities:

- Comply with health care policies and procedures established by CDPHP and approved by the board of directors.
- Accept and treat CDPHP members.
- Must notify CDPHP of all inpatient admissions.
- Maintain records for at least a six-year period to document all service provided to members, or until a period of six years after the member attains majority, or for such other periods as may be required by law.
- Collect only applicable CDPHP copayments, coinsurances, and/or deductibles for covered services.
- Submit claims for treatment rendered to CDPHP members on appropriate forms and within established filing limits and submit adjustment requests/claim appeals within six months of adjudication date of claim.
- Maintain sufficient policies of professional liability coverage acceptable to CDPHP.
- Cooperate with CDPHP utilization review, peer review, and quality improvement programs to promote the standards of medical care and permit access, in the manner requested, to records for utilization management/quality management activities.
 - This shall include, with proper notice to facility, the cooperation with external consultants and/or vendors employed by CDPHP to perform such activities, including but not limited to utilization management, medical record reviews, retrospective claim reviews, and coordination of appeals.
- Emergency claims with a diagnosis not listed as a Medical Emergency Diagnosis must be submitted with medical records.
- Agree to hold members harmless for the cost of any covered health services and accept CDPHP payment as payment in full.
- Provide appropriate safeguards to protect the confidentiality of members' protected health information against inappropriate disclosures.
- Do not discriminate against CDPHP members.

Utilization Management

Prior Authorization

Participating hospitals must notify CDPHP of an admission within 24 hours of an admission; or during the next business day if the admission occurs on a holiday or weekend; or as otherwise required by specific hospital contract language. The communication may be conducted onsite with a CDPHP inpatient care coordinator, or by notification to the CDPHP resource coordination department via telephone or fax. Failure to notify CDPHP of elective admissions may result in disallowance of all hospital charges associated with the admission.

Once a member is admitted to the hospital, the CDPHP resource coordination department will review the admission against established criteria, assessing the appropriateness of inpatient care before approving an ongoing stay.

Concurrent Review

Concurrent review of inpatient admissions at participating and non-participating facilities is performed weekdays to determine the need for continued health care services. The review process is conducted utilizing InterQual®, LOCADTR 3.0 (for Medicaid–Select Plan and Medicaid–HARP), and CDPHP resource coordination policies. In addition to inpatient services, concurrent review is performed on other ancillary services, including, but not limited to: home care, hospice, and other services that require intensive case management intervention.

Discharge planning and care coordination decisions may be discussed with the PCP, attending physician, hospital case management staff, and/or medical director. If the nurse reviewer does not have sufficient information to justify the continued services, the case will be referred to a medical director for further evaluation and determination.

Case Management—High Risk Health Management

Case management is a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet an individual's health needs. Education, coordination, and communication about available resources are utilized to promote appropriate, cost-effective outcomes. CDPHP has a team of clinical staff that employs an integrated approach for managing high-risk members across the health care continuum. The goal of the case management program is to address the needs of the whole person. It may include addressing family needs, emotional problems, financial concerns, or work-related problems that influence the health of the member. It involves effectively communicating with the patient, family, primary care physician, and specialty care provider (when appropriate) as a team.

Case management is available to all CDPHP members. Members are specifically identified for case management through multiple sources which may include the precertification process, inpatient continued stay review, members' physicians, the health management programs (predictive model), or retrospective claim review. In addition, members may self-refer for case management services.

Case management is conducted via onsite and telephonic management by a staff of registered professional nurses and licensed masters-prepared social work case managers.