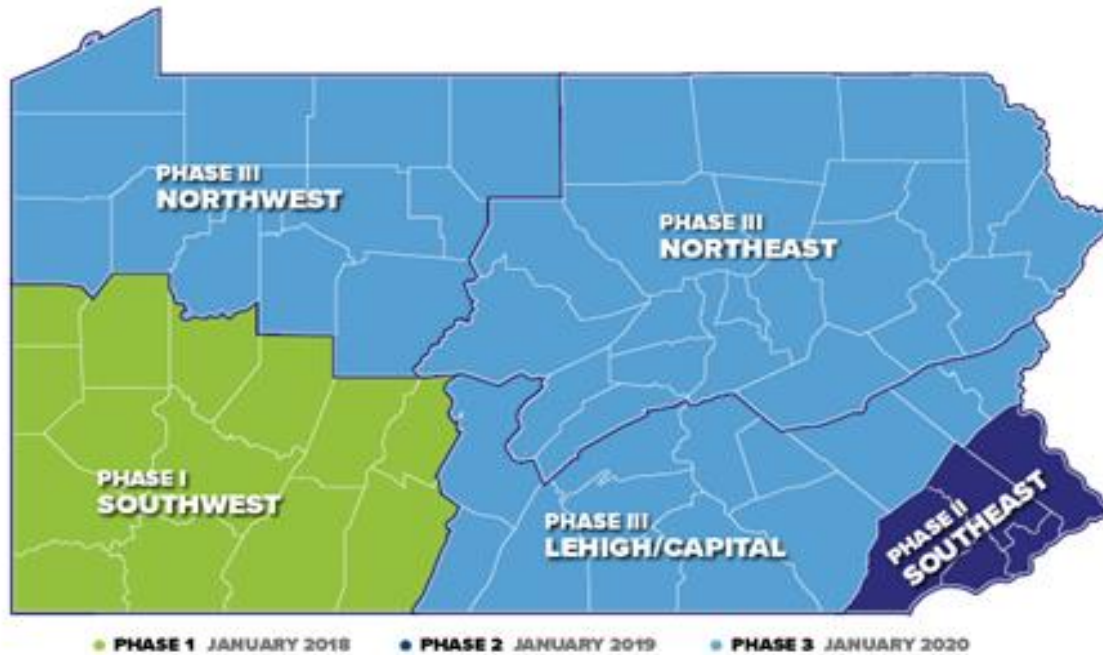




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## New Rates

Phase I-January 2021

Phase II-2022

Phase III-2024

# Before Re-Negotiating

- Have you developed relationships and found the right internal representative (talk to a person!!).
- Arm the negotiator with all the necessary information.
  - ▶ CHC-MCO Contact Information
    - Keystone First
      - <http://www.keystonefirstchc.com>
      - <http://www.amerihealthcaritaschc.com>
    - Provider Services: 1-800-521-6007.
    - Pennsylvania Health and Wellness (Centene)
      - [information@pahealthwellness.com](mailto:information@pahealthwellness.com) [www.PAHealthWellness.com](http://www.PAHealthWellness.com) – 1-844-626-6813 (TTY 1-844-349-8916)
    - UPMC Community HealthChoices
      - [CHCProviders@UPMC.edu](mailto:CHCProviders@UPMC.edu) [www.upmchealthplan.com/chc](http://www.upmchealthplan.com/chc) - 1-844-833-0523 (TTY 1-866-407-8762)

# CHC-MCO Plans

- The Department selected 3 MCO plans for the program:
  - AmeriHealth Caritas/Keystone First
  - UPMC
  - PA Health and Wellness
- Contracting with these MCOs is similar to contracting with any other MCO, except the CHC-MCO's are bound by the terms of their contract with the Commonwealth.



# Before Renegotiating

- Do not:
  - Procrastinate.
  - Sign whatever is sent.
  - Fail to prepare.
  - Spend a lot of time talking with people without authority to move “outside the box” if you have a priority issue.
  - Set up calls – NOW.



# Due Diligence

- Be prepared
  - Know your market.
  - Understand the provider network.
  - Document costs .
  - Demonstrate your value/your difference.
  - Are there changes that the MCO wants?
  - Pick Your Battles
    - ▶ What are your most important issues?
    - ▶ What are your deal breakers?



# Contracting

- Setting up one on one meetings with each CHC regarding renegotiation is the most important step!
- They need to know the specifics of each of your facilities so that nothing gets missed in the contracting phase.
- Before you execute your contract, make sure that your rates (daily, transportation, etc.) are specifically stated in your contract.

# OLTL Approval Of Contract

- Only for approval of certain items.
- Consult legal counsel.
- Limited negotiation ability.



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DEPARTMENT OF HUMAN SERVICES  
OFFICE OF LONG TERM LIVING



# General Concerns

- Definitions
  - Have they changed?
  - Do they work?
- Timeframes
  - Make sure they are workable.
- Contract auto renew.
- How will the new rates be implemented?

# General Concerns

- Termination procedures conflict with the procedure when a CHC-MCO terminates a network provider as described by DHS and set forth in the “Community HealthChoices Agreements” between DHS and the CHC-MCO.
- The CHC-MCO must:
  - Notify the Department in writing 90 days in advance;
  - Submit to the Department a provider termination workplan within 10 days of the notice to the Department;
  - Notify the resident 45 days prior to the effective date of the provider’s termination;
  - Pay provider for up to 60 days or until alternative network provider begins to deliver same services; and provide an opportunity to appeal or dispute the determination.

# Term Of The CHC-MCOs – Potential New Bidding

- Zone 1 – SW – 2018-2023
- Zone 2 – SE – 2019-2023
- Zone 3 – Central, NW, NE – 2020-2023
- DHS *may* extend for 2 years to 2025

# Criteria For Termination of a Provider

- What are the standards?
- Appeal of decision not to contract is only to each CHC-MCO “Provider Appeal Committed.”
- “This process does not involve DHS.”

# COVID-19

- Provisions or protections during a pandemic
- Force Majeure
- Guaranteed Telemed coverage
- How to work with the Service Coordinators
- PPE support

# COVID-19

- Data Access
- Enhanced Security language/assurance
- Liability for data compromise
- Strong user agreements

# Regulatory Compliance

- **Do:**

- Understand your regulatory responsibilities:
- Expect regulatory language related to:
  - ▶ Exclusions
  - ▶ Privacy and confidentiality
  - ▶ Stark and Anti-kickback
  - ▶ OAPSA/APSA

- **Don't:**

- Agree to contractual terms that:
  - ▶ Are more strident than the actual regulation or other requirement.
  - ▶ Are not your responsibility.
  - ▶ Require you to agree to something you can't control.

# Collaboration

- CHC-MCOs must collaborate with:
  - Area Agency on Aging
  - Mental Health
  - Intellectual Disability
  - Substance Abuse
- This is not just for HCBS



# Contracting

- Rate negotiation
- Review of quality standards
  - Insist on transparency
- Other terms



# Rates

- CHC-MCOs may include provisions specifying when rates may be negotiated.
- CHC-MCOs must develop a rate configuration that assures.
  - Access
  - Quality of life
  - Quality of care
- If asked to do more (e.g., COVID), DHS recommends raising in the contracting process.

# Rates

- CHC may consider:
  - Preventable hospital admissions.
  - Quality outcomes.
  - Incentives.
  - Unique circumstances.
  - Complex residents.

# Rates

- CHC-MCOs must demonstrate that SNF payment rates account for increased cost as a result of mandates on
  - Staffing
  - Wages
  - Related cost drives (*e.g.*, COVID related staff increases)
- High cost participants

# Rates

- **Transportation**
  - ▶ The CHC-MCO must provide all Participants with Medically Necessary emergency ambulance transportation and Medically Necessary non-emergency ambulance transportation.
  - ▶ The CHC-MCO may provide non-medical transportation to other Participants at its own discretion and own cost.

# Consider Waivers

- Eliminate the occupancy requirement -census low due to pandemic
- Waivers process similar to those issued by the federal and state regulators
- Increase the therapy leave days

# Clarify

- Still have issues with 180 day claims
- Allowable OMEs including Prior Medical Expense deductions – and auditing of these deductions
- Would be helpful to have a clear understanding of the process and the provisions
- Behavioral Health

# Quality

- Any thoughts at the CHC-MCO on P4P or incentives?
- Value based purchasing arrangements that support reducing hospital admissions.
- Clear performance metrics and evaluation.
  - How are we doing?



# Health And Wellness Education

- CHC-MCO must provide H&W:
  - Classes and workshops.
  - Educational material.
  - Website and mobile app communication.

# Prevention Topics

- Heart attack and stroke prevention.
- Asthma.
- Chronic conditions.
- Stress management.
- Healthy eating and weight management, etc.
- Ask about any value-added services.

# Referrals And Covered Services

- The CHC-MCO must establish and maintain a referral process to effectively utilize and manage the care of its Participants.
- The CHC-MCO must provide coverage of prescription and OTC medicines for Dual Eligibles that are not otherwise covered by a Medicare Part D prescription drug plan.
- The CHC-MCO is responsible for Emergency Services including those categorized as mental health or drug and alcohol services.
- The CHC-MCO must cover Post-Stabilization Services.

# Covered Services

- The CHC-MCO must provide Participants under evaluation as possible victims of abuse or neglect and who present for physical examinations for determination of abuse or neglect, with such services.
- The CHC-MCO must provide Hospice and use certified Hospice Providers in accordance with 42 C.F.R. Subpart G.
- The CHC-MCO must pay for transplants to the extent that the MA FFS Program pays for such transplants.

# Reminders

- Read incorporated materials carefully.
  - Look for “incorporated by reference,” “you will be required to comply with” . . .
  - Beware of references to other documents outside of the contract (or online) that may change without notice.
- Don’t fail to read reference material.

# Reminders

- Familiarize yourself with the Provider Manual/Handbook
  - ▶ Understand that the Manuals are not really subject to negotiation but raise concerns.
  - ▶ Stay on top of changes.
  - ▶ Incorporated by reference into the contract.

# Community Health Choices Contract Provisions Checklist

- Requirements
  - Performance
  - Compensation
  - Reporting
  - Continuity of Care
  - Termination, Suspension, notice requirements
  - Changing Acuity
  - Legal issues-liability, Governing Law, Assignment, Amendment...



# Community Health Choices Contract Provisions Checklist

- Specifics about what to ask:
  - Questions related to policies and procedures
  - Bed Hold and Therapeutic Leave
  - Dual eligibles
  - Hospice, Respite
  - Supplemental Payments
  - Patient pay allowable deductions
  - Audits
- Responsible Parties
- Check off
  - We will forward the link.



# Suggestions

- Develop tracking for residents' enrollment.
  - Monthly the facility verifies online each residents' plan enrollment online and with each individual care service coordinator as the plans and the Promise system do not always have the same information.
  - Promise is the final say.
- Develop tracking of ancillary providers, primary care physicians, etc.
- RNACs/Case Management must work collaboratively in order for the CHC organizations to have all required information.

# Stay Up-to-Date

- Go onto Commonwealth website at least weekly to view any updates regarding CHC and for any CHC Questions and Answers document updates
- Utilize the PA Health and Wellness, UPMC, and Amerihealth Caritas Web Portals.



# Resources

- **PHCA Website**

- <https://www.phca.org/>

- **DHS Website**

- <http://www.healthchoices.pa.gov/providers/about/community/index.htm>
- [http://www.healthchoices.pa.gov/cs/groups/webcontent/documents/document/c\\_274784.pdf](http://www.healthchoices.pa.gov/cs/groups/webcontent/documents/document/c_274784.pdf)

- **DHS ListServ – sign up!!**

- **Third Thursday Webinars**

<http://www.healthchoices.pa.gov/info/resources/publications/community/third-thursday-webinars/index.htm>

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**Thank You!**

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