



## *“Received Through” Services*

Wednesday, December 4, 2019

### *Draft Action Items*

#### **Planning**

- DPHHS and Tribal/IHS interested parties identify project leads.
- Reach agreement on standard care coordination agreement language.
- DPHHS and individual tribal government negotiations on shared savings usage.
- DPHHS & IHS negotiation on shared savings philosophy.
- Reach agreement on the minimum standards for referral format, content and timing.
- DPHHS, IHS, Tribal Health Facility agree the means of identifying “received through” within the claims processing system.
- DPHHS and individual tribal government identify priority providers or provider types.
- DPHHS and IHS identify priority providers or provider types.

#### **Design**

- Establish and sign a care coordination agreement between the IHS/Tribal Health Facility and the Provider.
- IHS/Tribal Health Facility and Provider agree on the format, content and timing of received through care referrals.
- IHS/Tribal Health Facility and Provider agree on the of format of the medical information, test results, and any diagnostic findings and treatment recommendations.
- DPHHS implements any necessary system changes to accommodate “received through” identification on claims.

#### **Implementation**

- Practitioner establishes a patient-practitioner relationship with the IHS/Tribal Health Beneficiary
- Practitioner refers IHS/Tribal Health Beneficiary to Provider
- Provider performs services in
- Provider sends IHS/Tribal Health Facility health records
- Provider bills DPHHS using agreed upon “received through” identifier.
- DPHHS pays provider at 100% FFP
- DPHHS honors shared savings agreements and/or philosophy.



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Wednesday, December 4, 2019

### *Draft Care Coordination Agreement Language*

AGREEMENT BETWEEN THE [TRIBAL FACILITY OR TRIBE] AND [NAME OF PROVIDER] TO ENTER INTO A CARE COORDINATION ARRANGEMENT AS DESCRIBED IN [SHO]

I. Purpose and Summary

The purpose of this Agreement is to implement written care coordination arrangements for services provided to the patients of [facility or tribe]. The Agreement identifies the parties to the care coordination arrangement and describes their roles and responsibilities. The parties to the care coordination arrangement described in section VI of this Agreement are the [name of PROVIDER] and the facilities of the [name of the Tribe or IHS Service Unit].

This Agreement is between the [name of PROVIDER] (hereinafter PROVIDER) and the [facility or tribe] (hereinafter CONTRACTOR). The [facility or tribe] has authority to administer and contracts on behalf of the Covered Facilities listed in section II of this Agreement. In entering into this Agreement, the CONTRACTOR binds its Covered Facilities to the obligations described in this Agreement.

II. Facilities

The following facilities (hereinafter Covered Facilities) are covered by this Agreement:  
[List all facilities]

III. Authority

25 u.s.c. § 1637

IV. Definitions

- a. Indian Health Service (IHS) Tribal Health Beneficiary: The term “IHS Tribal Health Beneficiary” means an American Indian or Alaska Native (AI/AN) who is eligible for services from facilities operated by the Indian Health Services or contracted to a federally-recognized tribe pursuant to the Indian Self Determination Act 25 CFR Part 900 Beneficiary status determined in accordance with 42 C.F.R. 136.12 and is a registered user of services provided by the CONTRACTOR registered in the Resource and Patient Management System (RPMS) or Tribal Health Electronic Medical Records System.
- b. Medicaid-Enrolled IHS/Tribal Health Beneficiary: The term Medicaid Enrolled IHS/Tribal Health Beneficiary means an IHS/Tribal Health Beneficiary who is

enrolled in the State of Montana Medicaid program.

- c. Practitioner: The term "practitioner" means a physician, nurse practitioner, physician assistant, psychologist or other license clinician who is a member of the medical and behavioral health staff of the [facility or tribe].
- d. Telehealth and Related Technologies: The term "Telehealth and Related Technologies" means the use of electronic information and telecommunications technologies to support long distance clinical health care, patient and professional health-related education, public health, and health administration.

V. Care Coordination Arrangement

- a. This section describes the elements of a care coordination arrangement under this Agreement. The intent of this care coordination arrangement is to ensure that Practitioners will be able to coordinate and manage the care furnished to patients of the Covered facilities upon request by the Practitioner, so that individuals will receive appropriate care regardless of whether or not the rendering provider is a Covered facility employee. Care coordination means that the Practitioner will be responsible for determining the patient's needs and course of care and coordinating and managing the patient's care; that all such care, including diagnosis, treatment, and prescriptions, will be recorded in facility medical records for the patient; and that such records will be available to inform the facility practitioner's ongoing management of the course of care for facility patients.
- b. A Practitioner shall establish a patient-practitioner relationship with the IHS/Tribal Health Beneficiary (which includes a Medicaid Enrolled IHS/Tribal Health Beneficiary) before requesting services from PROVIDER for that patient and maintain that relationship during the provision of care by the PROVIDER. The Practitioner may establish a patient-practitioner relationship with an IHS/Tribal Health Beneficiary through Telehealth and Related Technologies.
- c. The Practitioner, consistent with the scope of practice under applicable law may request that PROVIDER furnish a service to a patient of the Practitioner who is an IHS Beneficiary however, the Practitioner is not required to request the services of PROVIDER exclusively.
- d. In the case of a Medicaid-Enrolled IHS/Tribal Health Beneficiary the service requested by the Practitioner shall be within the scope of services that PROVIDER is authorized to furnish and shall be covered under the Montana approved Medicaid Plan. The request may be transmitted electronically or by paper copy, and shall include a clear description of the identity of the patient and the specific requested service or services to diagnose or treat a patient for an identifiable episode of care. This should also include the date of the request and any additional medical information necessary for provision of the requested service in accordance with the Practitioner's determination of the patient needs and the course of care. The Covered Facility shall

maintain documentation of the request; documentation may be electronic or in writing.

- e. In the case of an IHS/Tribal Health Beneficiary who is not enrolled in Medicaid, the service provided pursuant to this agreement shall be requested by Practitioner and subject to eligibility of payment separately, in accordance with Indian Health Service Purchased/Referred Care (PRC) program laws and regulations
- f. Upon accepting a request for a service from an Practitioner on behalf of a patient who is an IHS/Tribal Health Beneficiary, PROVIDER will furnish the requested service as soon as feasible after the patient contacts the PROVIDER's practice location.
- g. Within no more than 30 days of furnishing the requested service for the IHS/Tribal Health Beneficiary, [PROVIDER] will transmit, electronically or in writing, the medical information, test results, and any diagnostic findings and treatment recommendations resulting from the provision of the service to the requesting IHS practitioner directly or through the Contractor care coordinator. Such information shall be transmitted more promptly when medically warranted, such as in emergency circumstances. In any such transmission, PROVIDER will specifically identify needs for additional care and treatment, including follow-up care. Upon receiving this transmission, the Covered facility will incorporate the information transmitted into the patient's medical record.

The Practitioner will review the medical information, test results, and any diagnostic findings and treatment recommendations received from PROVIDER and take medically appropriate follow-up action as indicated. The Covered Facility may evaluate the quality of professional and administrative services provided by PROVIDER.

### **Obligations of PROVIDER**

- a. PROVIDER agrees to enroll in the Montana Medicaid program, if not already enrolled, and to remain in good standing as a participating provider in such program.
- b. PROVIDER agrees to carry out and comply with the requirements of the care coordination arrangement set forth in section V of this Agreement.
- c. PROVIDER is responsible for billing for all services furnished, regardless of whether the beneficiary is covered by Medicaid or another alternate resource. For Medicaid claims, the PROVIDER's claim shall contain the information specified by the Montana Medicaid program to document the care coordination arrangement under this Agreement.
- d. PROVIDER shall not condition the provision of services to a Medicaid-Enrolled IHS/Tribal Health Beneficiary on a request for services from Contractor. Nothing in this Agreement shall preclude a Medicaid- Enrolled IHS/Tribal Health Beneficiary from receiving care from any qualified Medicaid-enrolled provider who undertakes to furnish such service, and nothing in this agreement shall preclude PROVIDER from furnishing care that is not covered by this agreement.
- e. PROVIDER agrees not to refuse a request for service to an individual on the basis that the payment for such service is authorized under Indian Health Service Purchased Referred Care (PRC) and further agrees to accept applicable Indian Health Service PRC methodologies and IHS PRC rates in the absence of a prior PRC reimbursement rate contracted rate entered into by the Contractor with the Provider when service is not covered by the Montana Medicaid program.
- f. PROVIDER shall maintain malpractice insurance in the form and minimum amount required by the State in which the services are performed, and shall keep and maintain all required records of care, referrals, invoices, and billing documents. Services provided by PROVIDER pursuant to this Agreement are not covered by the Federal Tort Claims Act.
- g. PROVIDER agrees to comply with the General Obligations described in section IX of this Agreement.

### **VII. Obligation of Covered Facility**

- a. Covered Facility agrees to enroll in the Montana Medicaid program, if not already enrolled, and to remain in good standing as a participating provider in such program.
- b. Covered Facility agrees to carry out and comply with the requirements of the care coordination arrangement set forth in section V of this Agreement.

- c. For non-Medicaid covered services requested by a Practitioner, for which IHS may make payment, Covered Facility will issue a purchase order in advance for the requested service in accordance with Purchased/Referred Care (PRC) program laws and regulations.
- d. Covered Facility agrees to comply with the General Obligations described in section IX.

**VIII. General Provisions**

- a. On February 26, 2016, CMS issued guidance in SHO letter 16-002, on when services are considered to be "received through" an IHS/Tribal facility by a Medicaid beneficiary who is an American Indian or Alaska Native (AI/AN). Medicaid covered services ordered by IHS pursuant to this arrangement and provided by PROVIDER are considered to be "received through" for purposes of SHO letter 16-002.
- b. Both Parties will comply with all applicable Federal laws and regulations regarding the confidentiality and security of health information.
- c. No transfer of funds is authorized under this Agreement. All payments by IHS for requested services shall be made separately, in accordance with applicable Purchased/Referred Care (PRC) program laws and regulations.
- d. Claims submitted to and denied by Medicaid may be eligible for payment under the IHS PRC program. In no event shall a non-payment by Medicaid, however, be construed as a promise to pay for such care under PRC or by the Contractor.
- e. This Agreement will remain in effect until terminator. The Agreement may be terminated by either Party by giving 30-day written notice.

\_\_\_\_\_  
 Chief Executive Officer  
 Facility or Tribe

\_\_\_\_\_  
 Provider name and Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date