

Certified Community Behavioral Health Clinics (CCBHC)

Ask the Expert Series – Session 4:
Establishing Effective Partnerships



Tuesday, August 25th, 2020

3:00-4:00pm E.T.



@NationalCouncil

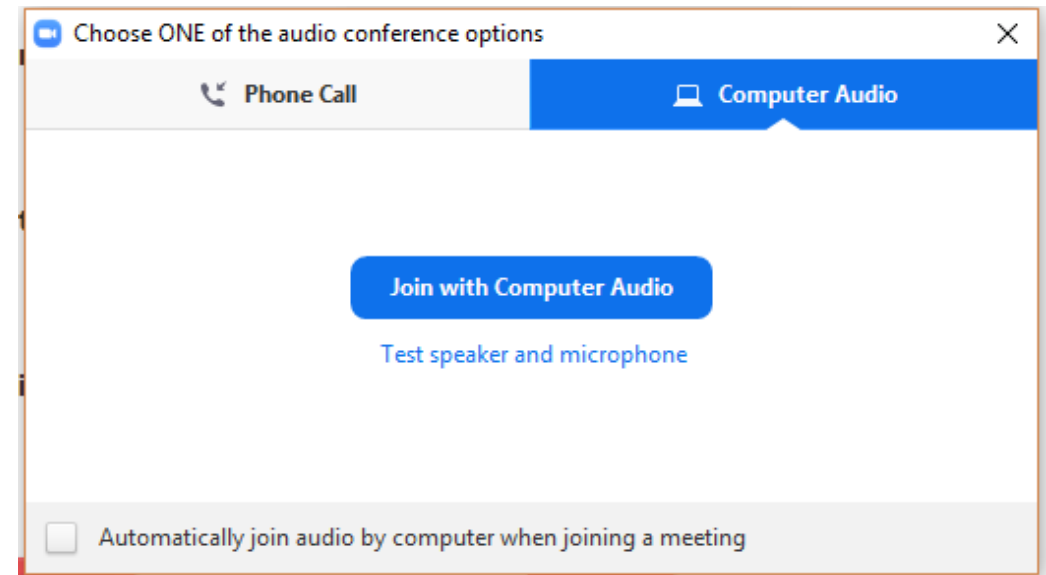
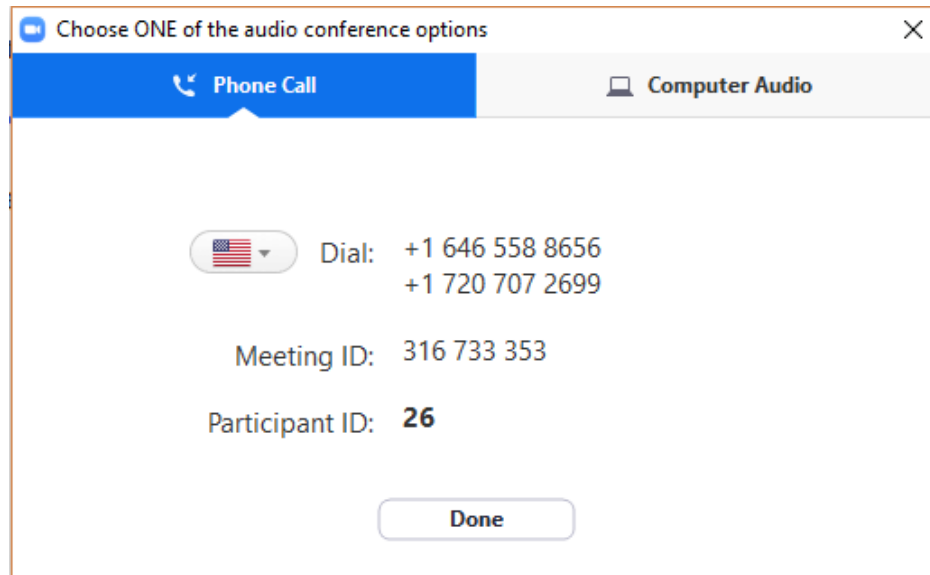


TheNationalCouncil.org

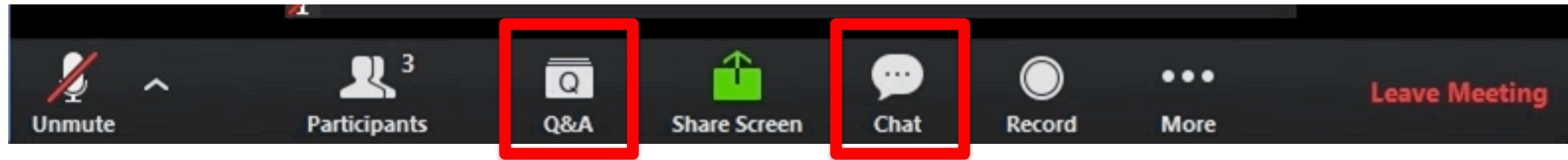


Zoom Logistics

- Call in on your telephone, or use your computer audio option
- If you are on the phone, remember to enter your Audio PIN



How to Ask a Question



Type in the chat box or use the Q&A function. Both are located at the bottom of your screen. You can choose who to send a chat or question to, and you can “up-vote” questions.

We’ll answer as many questions as we can throughout today’s session.

Today's Facilitator



Samantha Holcombe, MPH
Senior Director, Practice Improvement
National Council for Behavioral Health



@NationalCouncil



TheNationalCouncil.org



Today's Structure

- Welcome and brief overview
- Legal and contracting considerations for partnerships
- Spotlight on CCBHC providers: audience discussion and questions
- Upcoming TA opportunities and CCBHC support



Establishing Effective Partnerships

- **Choosing the right partners** is critical for:
 - Expanding reach beyond the four walls
 - Creating strong community ties
 - Improving outcomes for clients
- **May include leveraging designated collaborating organizations (DCOs)** for delivery or core services or establishing formal partnerships for care coordination



CCBHC Spotlighthed Providers



Oregon



Rhode Island



@NationalCouncil



TheNationalCouncil.org



Poll Questions:

- Who is on the line?
- Are you currently or planning to partner with a DCO?
- What partnerships are you or will you be establishing?



CCBHCs: Establishing Effective Partnerships



Susannah Vance Gopalan, JD; *Partner*
Carrie Bill Riley, JD; *Partner*
Feldesman Tucker Leifer Fidell, LLP

<https://www.feldesmantucker.com/>



@NationalCouncil



TheNationalCouncil.org



Basic Features of CCBHC Model

- Each CCBHC must **furnish a wide array of required CCBHC services to its consumers**
- Each CCBHC **functions as a true safety-net behavioral health provider**
 - May not refuse services to any consumer based on inability to pay
 - Must offer CCBHC services based on a sliding fee discount schedule
 - Must provide each consumer with a preliminary screening and risk assessment at time of first contact, develop and update a person-centered treatment plan, and provide crisis management services accessible around-the-clock



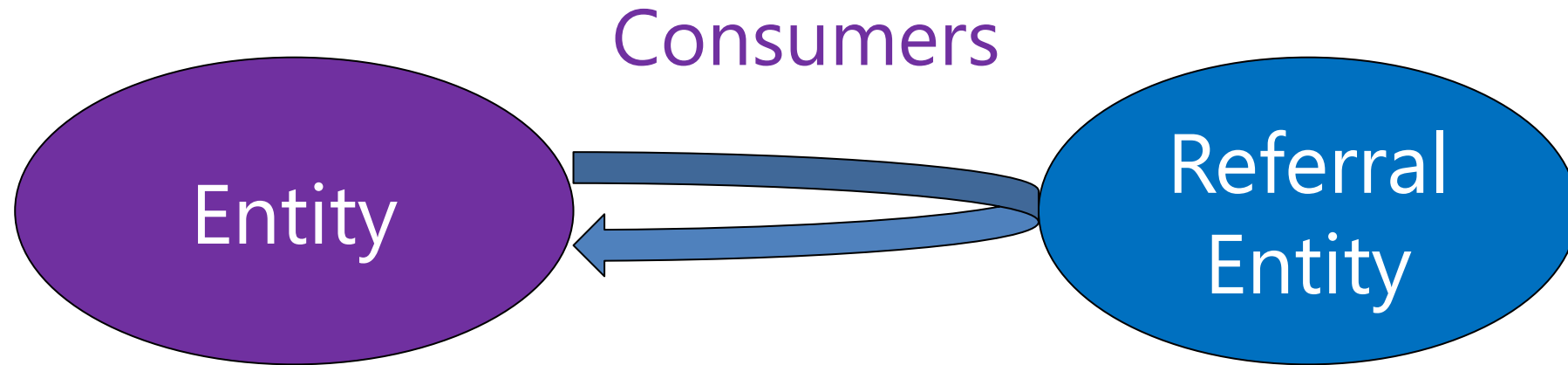
Overview of key differences between DCO and care coordination relationships

	DCO	Care Coordination
Scope	DCO relationship may be used to furnish some of the required CCBHC services	Care coordination regarded as activity, rather than service
Type of Agreement	Subrecipient agreement, referral agreement, or purchase of services*	Referral agreement
Responsibility	CCBHC Expansion Grantee clinically responsible for services furnished by DCO	CCBHC not responsible for services provided by other entity
Consideration	Depending on type of agreement, CCBHC may compensate DCO	No consideration (money, discounts, <i>etc.</i>) is exchanged
Schedule of fees/discounts	DCOs furnish CCBHC services in accordance with a schedule of discounts as required for CCBHC services	The entity bills consumers or payors for the services it provides in accordance with its own fee schedule
Mandatory or optional	Optional (for CCBHC to pursue, if needed, to cover full scope of CCBHC services)	Mandatory

Goals are carried out through community partnerships – care coordination

- **Care coordination relationships** – “linchpin” of the CCBHC program, per SAMHSA
 - Memorialized in informal agreements between CCBHCs and other providers or social service agencies
 - Agreements describe parties’ mutual expectations
 - Relationship should enhance quality of care, improve CCBHC consumers’ access to services that fall outside the CCBHC benefit, and create seamless transitions between service settings
 - Benefits are achieved primarily through referrals and through the exchange of health information
 - CCBHCs are required to enter care coordination agreements with various types of entities listed in SAMHSA funding announcement

The Referral Arrangement



- Referral Entity agrees to furnish services to consumers referred by Entity (and possibly vice versa, in mutual referral arrangement)
- Referral Entity may agree to furnish referral services under conditions set forth by Entity (*e.g.*, application of discount schedule)
- Typically, unless the referral arrangement is part of a larger contractual transaction, no consideration is exchanged between the parties



Goals are carried out through community partnerships – DCO relationships

- **Designated collaborating organization (DCO) relationships** – a means for CCBHCs to make available to their consumers, services they do not directly provide
 - CCBHC maintains clinical responsibility for the service
 - CCBHC must ensure that services furnished by the DCO are provided in accordance with CCBHC program rules (including making services available regardless of ability to pay, and application of sliding fee discount schedule)
 - For CCBHC Expansion Grantees, DCO relationship may be structured as a formal referral arrangement; may also have a contractual element
 - If CCBHC Expansion Grantee chooses to support financially the DCO's discounted provision of services to low-income, uninsured patients, the arrangement may be structured either as a contract or as a subaward of the Expansion Grant
 - Note contrast between CCBHC Medicaid demonstration and CCBHC Expansion Grant; for Medicaid demonstration, CCBHCs are required to structure DCO relationship as a procurement of services, as the CCBHC must function as billing provider

What does it mean for the CCBHC to be “Clinically responsible” for services rendered by DCOs?

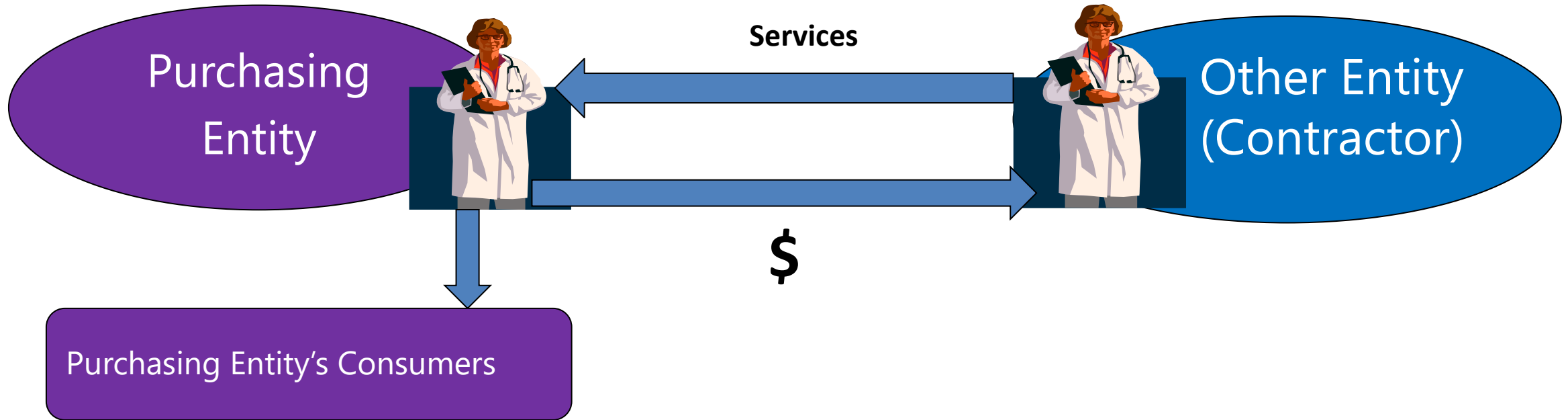
CCBHC ensures that services rendered by DCOs:

- Meet cultural competency requirement in SAMHSA CCBHC requirements
- Are reflected in CCBHC Uniform Reporting System data reported by CCBHC
- Meet SAMHSA CCBHC standards for accessibility of services (application of sliding fee scale; no denial of services based on ability to pay, regardless of insurance status; services rendered within specified time period after appointment request)
- Meet all relevant SAMHSA program requirements applicable to the specific contracted service
- Are rendered in keeping with State law, *e.g.*, each clinician is acting within the scope of his/her license/certification and applicable supervision requirements are met

CCBHC must make its grievance procedures available to consumers who receive services via DCO.



Purchase of Services



Purchasing Entity contracts with Other Entity to furnish services to Purchasing Entity's consumers on behalf of Purchasing Entity

Quantifying Fair Market Value

- CCBHC's contract rates should be based on objective, documented fair market value
- Examples:
 - Salary surveys
 - Percentage of Medicare or Medicaid fee schedules
 - Percentage of charges
 - Provider's historical annual costs of delivering services
- The CCBHC's contract rate paid to the DCO may take into account administrative costs incurred by the DCO to meet CCBHC program and reporting requirements



Overview of key differences between DCO CCBHC demonstration and expansion grant program

	Demonstration	Expansion Grant
Eligibility	States compete to participate in CCBHC demonstration (8 selected in 2016; 2 in 2020); states select and certify CCBHCs to carry out services under demonstration	Individual behavioral health providers that can demonstrate compliance with CCBHC program criteria compete for SAMHSA grant funds
Medicaid Payment Methodology	Participating States pay certified CCBHCs according to a prospective payment system (PPS)	No impact on Medicaid payment
Nature of DCO relationship	CCBHC is clinically and financially responsible for services furnished by DCO; agreement structured as contract (purchase of services)	CCBHC is clinically responsible for services furnished by DCO; agreement structured as contract, subaward, or referral
Billing payors	CCBHC serves as billing provider for Medicaid services furnished by DCO	Each provider bills payors separately

DCO Agreement Considerations

Because the DCO contract will place the CCBHC in a position of ensuring that another provider furnishes services in keeping with CCBHC program requirements, the CCBHC will be motivated to ensure that the agreement includes robust requirements.

For example, does the DCO agreement:

- ✓ Reimbursement (if the agreement includes a contractual element)
 - ✓ Establish fair market value for clinical services and other services rendered by DCO, and specifically identify which services are eligible for a contractual payment?
- ✓ Care coordination
 - ✓ Require DCO to adhere to policies and protocols re: communication with CCBHC to improve patient care?
- ✓ Quality of Care
 - ✓ Require the DCO to observe all substantive CCBHC requirements in delivering care?
 - ✓ Impose penalties on the DCO for care furnished in noncompliance with CCBHC service requirements, or require DCO to indemnify CCBHC against liability associated with noncompliance?
- ✓ Indemnification
 - ✓ Contain provisions for the DCO to indemnify the CCBHC for risks associated with the DCO relationship?



DCO Contracting Considerations, cont'd.

Does the DCO agreement:

- ✓ **Confidentiality** (patient and business information)
 - ✓ Contain provisions to ensure protection of patient privacy?
 - ✓ Contain provisions requiring each party to appropriately guard the other's sensitive business information?
- ✓ **Records and reports**
 - ✓ Require the DCO to maintain and timely submit to the CCBHC all required data (e.g., quality reporting)?
- ✓ **Other compliance issues**
 - ✓ Require the DCO to provide attestations:
 - ✓ That its clinicians meet applicable licensure, supervision, and accreditation (if applicable) requirements?
 - ✓ That neither it nor its clinicians or management have been excluded from participating in federal programs?
 - ✓ (For DCOs of CCBHC Expansion Grantees) That the DCO has at minimum two years of relevant experience providing the services at issue?
- ✓ **Specify how CCBHC will ensure that CCBHC consumers accessing DCO care are offered sliding fee discount?**
 - ✓ For example: CCBHC could inform DCO of sliding fee discount status at time of referral; responsibility for collecting discounted fee could be contractually delegated from CCBHC to DCO



- **Session 5: Providing Care to Military Members and Veterans**
 - Date: Tuesday, September 15th, 3:00-4:00pm ET
 - [Register here](#)
- **Coming Topics:**
 - Mental Health First Aid



CCBHC Success Center ([link](#))

The screenshot shows the top portion of a website. At the top left is the logo 'CCBHC SUCCESS CENTER' in blue and green. To the right is the logo for the 'NATIONAL COUNCIL FOR BEHAVIORAL HEALTH'. Below these is a dark blue navigation bar with white text for 'OVERVIEW', 'TAKE ACTION', 'IMPLEMENTATION SUPPORT', and 'CONTACT US'. The main content area has a blue gradient background with white text that reads: 'Welcome to the National Council for Behavioral Health's Certified Community Behavioral Health Clinic (CCBHC) Success Center, a hub for data, implementation support and advocacy to support the Certified Community Behavioral Health Clinic initiative.'

Consulting Opportunities

- EHR and data collection workflows
- Understanding CCBHC criteria and readiness
- Building staff buy-in through organizational change management
- Evidence-based practices and staff development
- Same-Day Access and Just-in-Time Prescribing
- Data-driven decision making
- Prospective payment system

**Email us to set up a free
45-minute consultation:**

CCBHC@TheNationalCouncil.org



@NationalCouncil



TheNationalCouncil.org



Thank You!

Contact us: CCBHC@TheNationalCouncil.org



Please take a moment to share your feedback in the [post-webinar survey](#).
All registrants will receive a copy of today's slides and a link to the recording.