BECOMING BEST FRIENDS: CCBHCs AND DESIGNATED COLLABORATING ORGANIZATIONS

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AGENDA

Some background on the CCBHC demonstration.... THEN, questions for discussion:

1. When would a CCBHC (or potential CCBHC) choose to use a DCO rather than providing a service directly?
2. What can potential CCBHCs do to promote DCO relationships within their community?
3. How can a CCBHC negotiate a fair market value payment arrangement with the DCO, while getting the best possible value?
4. How can a CCBHC shift some responsibility contractually to the DCO for the many requirements that will apply to CCBHC services that the DCO’s clinicians provide?
5. How can I protect my clinic contractually against potential adverse events associated with care provided by the DCO?
CCBHC DEMONSTRATION: MAJOR CHANGES IN SERVICE DELIVERY
“Provision (in a manner reflecting person-centered care) of the following services which, if not available directly through the certified community behavioral health clinic, are provided or referred through formal relationships with other providers:

(i) **Crisis mental health services**, including 24-hour mobile crisis teams, emergency crisis intervention services, and crisis stabilization.

(ii) **Screening, assessment, and diagnosis**, including risk assessment.

(iii) **Patient-centered treatment planning** or similar processes, including risk assessment and crisis planning.

(iv) **Outpatient mental health and substance use services**.

(v) **Outpatient clinic primary care screening and monitoring** of key health indicators and health risk.

(vi) **Targeted case management**.

(vii) **Psychiatric rehabilitation services**.

(viii) **Peer support and counselor services and family supports**.

(ix) **Intensive, community-based mental health care for members of the armed forces and veterans**, particularly those members and veterans located in rural areas, provided the care is consistent with minimum clinical mental health guidelines promulgated by the Veterans Health Administration including clinical guidelines contained in the Uniform Mental Health Services Handbook of such Administration.”

Protecting Access to Medicare Act § 223(a)(2)(D) (emphasis added)
Under PAMA § 223 and SAMHSA guidance,

- Crisis management services must be made available 24 hours per day;
- A “sliding scale” must be used to make services affordable for CCBHC patients;
- Patients may not be rejected for services or limited in service utilization based on ability to pay or place of residence*
  - These requirements apply to all patients, not just Medicaid beneficiaries!

* PAMA §223(a)(2)(B); RFA for SAMHSA Planning Grants for CCBHC, Appendix II – Criteria for the Demonstration Program to Improve Community Mental Health Centers and to Establish Certified Community Behavioral Health Clinics, pp. 19-21
CCBHC DEMONSTRATION –
COST-RELATED PAYMENT FOR CCBHC SERVICES

- Reimbursement based on costs of serving Medicaid beneficiaries, **not** on fee schedule
- PPS rate is unique to each CCBHC
- Rate based on allowable annual total costs of providing CCBHC services
- Same rate is paid for each qualifying unit of service (“visit”), **regardless of the intensity of services provided** within the visit
How to implement this bundled, cost-related payment methodology when not all components of the bundle (the nine required CCBHC services) are delivered directly by the CCBHC?
THE SOLUTION THAT SAMHSA AND CMS CAME UP WITH:
THE “DESIGNATED COLLABORATING ORGANIZATION”

- CCBHC maintains **clinical and financial responsibility** for care furnished by DCOs ([SAMHSA guidance](#) pp. 6, 33)
- Payment for DCO services included within scope of CCBHC PPS rate ([CMS guidance](#) pp. 7, 11)
- CCBHC must serve as the Medicaid billing provider for DCO services ([CMS 10/25/15 Qs and As](#), Questions 5 and 6)

*Implication of CMS and SAMHSA guidance:* Required services not provided directly by CCBHC must be provided via purchase of services agreement, not through a formal referral arrangement.
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

CCBHC will be holding itself out as the provider of the DCO-rendered service!
WHAT DOES IT MEAN FOR THE CCBHC TO BE “FINANCIALLY RESPONSIBLE” FOR SERVICES RENDERED BY DCOs?

CCBHC

• Bears financial risk for collection of patient out-of-pocket liability (fees and cost-sharing) for CCBHC services rendered by DCO
• Bears legal responsibility for coordination of benefits for services rendered by DCO
• Is responsible for ensuring that DCO-related costs are included in CCBHC Medicaid cost report
• Is responsible for billing Medicaid for services furnished by DCOs

These risks/responsibilities apply to all consumers, not just Medicaid beneficiaries.
Purchasing Entity contracts with Other Entity to furnish services to Purchasing Entity’s consumers on behalf of Purchasing Entity.
Questions for Discussion

When would a CCBHC choose to use a DCO relationship rather than providing a service directly?
Questions for Discussion

How can CCBHCs (and potential CCBHCs) promote DCO relationships with providers in their communities?
Questions for Discussion

How can a CCBHC structure the contract to ensure that the CCBHC is paying the DCO fair market value, but also getting the best value possible?
Questions for Discussion

How can a CCBHC shift some responsibility contractually to the DCO for the many requirements that will apply to CCBHC services that the DCO’s clinicians provide?
Questions for Discussion

How can a CCBHC protect itself contractually against potential adverse events associated with care provided by the DCO?
Because the DCO contract will place the CCBHC in a position of assuming liability for care furnished by another provider, the CCBHC will be motivated to ensure that it is adequately protected under the contract.

For example, does the DCO contract:

- **Reimbursement**
  - Establish fair market value for clinical services and other services rendered by DCO?
- **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, including:
    - Malpractice liability
    - Government audits or penalties
Does the DCO contract:

✓ 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?
    ✓ Quality reporting
    ✓ Encounter data
    ✓ Other

✓ 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?

✓ Signage
  ✓ Require the DCO clinicians rendering CCBHC services to wear badge bearing name of CCBHC?
  ✓ Require the DCO to post in its waiting room the CCBHC fee schedule?
Does the DCO contract, cont.

- Coordination of benefits and collection of fees
  - Specify any obligations with respect to coordination of benefits (e.g., reviewing consumer’s present forms of coverage; collecting applicable cost-sharing) to be delegated by the CCBHC to the DCO?
  - 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

- Other payors
  - Specify whether the CCBHC or the DCO will serve as billing provider for services covered by payors other than Medicaid?
  - If CCBHC will serve as billing provider – require DCO to provide billing and coding information necessary for CCBHC to bill for services according to the payor’s requirements?

- Managed care
  - Require the DCO to cooperate in efforts to seek credentialing for DCO’s staff rendering CCBHC services (if applicable)?
QUESTIONS?

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