Provider Manual

- Medicare Advantage
Welcome
To
Kaiser
Permanente

This section of the Manual was created to help guide you and your staff in working with Kaiser Permanente’s Medicare Advantage policies and procedures. It provides a quick and easy resource with contact phone numbers, detailed processes and site lists for Medicare Advantage services.

If, at any time you have a question or concern about the information in this Manual, you can reach our Provider Relations Department by calling 503-813-3376.
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Introduction

The Centers for Medicare and Medicaid Services (CMS) requires all contracted providers and facilities of Northwest Permanente (NWP) and Kaiser Foundation Hospitals (KFH) who are contracted to provide services to Kaiser Permanente Northwest (KPNW) members meet the new requirements created by the Balanced Budget Act of 1997 that govern Medicare Advantage plans, like Kaiser Permanente Senior Advantage Medicare Advantage plan.

Listed below are requirements that must be followed by you as a provider of care for Senior Advantage members. Some requirements are mentioned in the standard KPNW provider agreement and may be duplicated in these chapters. Some requirements are mentioned only in this chapter. Please read each chapter carefully to understand your obligations as a contracted practitioner. The discussion below each requirement elaborates on the contract provision or requirement, and offers insight about how to apply the requirement.

Policies and procedures that appear elsewhere in this guide that relate to a specific requirement have been cross-referenced. Please consult all cross-references.
Section 10: Medicare Advantage

10.1 Member Rights

Access to Services
Contracted Provider must provide Services during hours of operation that are convenient to Members and do not discriminate against Members. All information about treatment options must be provided to Members in a culturally competent manner, including the option of no treatment. Contracted Provider shall ensure that Members with disabilities shall be able to communicate effectively with all health care professionals in making decisions regarding treatment options.

Access to benefits must be provided to Senior Advantage members in a manner described by CMS, such as during hours of operation that are convenient to members. In addition, KPNW monitors its provider network to ensure that adequate access to covered services is maintained. Members will be surveyed on a regular basis to help assess the accessibility of services and the adequacy of the provider network. Patients of all KPNW providers are subject to survey. The results of member surveys help KPNW evaluate the performance of its contracted providers.

See Member’s Rights and Responsibilities in Section 7 of your Provider Manual.

Advance Directives
Contracted Provider shall document in a prominent part of the Member’s medical record whether or not the Member has executed an advance directive. Contracted Provider shall not condition the provision of care or otherwise discriminate against a Member based on whether or not the Member has executed an advance directive.

Information about advance directives must be provided to all adults and must be documented in a prominent place in the medical record whether or not one has been executed. Advance directives are formal documents signed by a patient that explain the patient’s wishes concerning a given course of medical care should a situation arise in which he or she is unable to make these wishes known.

See Advance Directives in Section 7 of your Provider Manual.

Confidentiality
Contracted Provider must ensure the confidentiality and accuracy of the medical records or other health and enrollment information of Members and must abide by all federal and state laws regarding confidentiality and disclosure of mental health records, medical records or other health or membership information. Contracted Provider shall not sell, release or otherwise disclose the name or address of any Member to any third party for any purpose, including scientific study. Contracted Provider shall also provide for timely access by Members to their records and other relevant information.
Contracted providers are required by law to safeguard the confidentiality and accuracy of member records, including both medical documents and enrollment information. Additionally, contracted providers must maintain such records in an accurate and timely manner, and ensure timely access to members who wish to examine their records. Confidential patient information that is protected against disclosure by federal or state laws and regulations may only be released to authorized individuals.

**Discrimination Prohibited**
Contracted Provider shall not discriminate against Members on the basis of any factor prohibited by law, including but not limited to, health status, mental condition, including mental or physical illness, claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence) or disability.

Contracted providers may not discriminate against any KPNW member on the basis of race, religion or any other factor prohibited by law. In addition, you may not discriminate in the provision of medical services for Senior Advantage members on the basis of health status. Contracted providers may not restrict their practice to individuals perceived to be healthy or refuse to accept members as a patient on the contention that the payment methodology would not compensate them for providing services to this population.

**10.2 Provider Rights and Responsibilities**

**Adherence to Grievance and Appeals Procedures**
Contracted Provider shall cooperate and abide by KPNW’s grievance and appeals procedures for members, including, upon KPNW’s request, the gathering and forwarding of information on such grievances and appeals to KPNW within the time frames required by KPNW.

Medicare has developed an appeals process to help members resolve disputes regarding coverage determinations related to their Part C Medical Services and Benefits as well as their Part D Prescription Drug Benefit. See **Grievances and Appeals in the Member Rights section of your Provider Guide**.

**Adherence to CMS Laws, Regulations and Instructions**
Contracted Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973 and Americans with Disabilities Act, and all other laws applicable to recipients of federal funds, and all other applicable laws, regulations and rules.
Contracted Provider and all of its subcontractors must comply with all applicable Medicare laws, regulations and CMS instructions. Any provision required to be in this Agreement by the rules and regulations governing the Medicare Advantage program shall bind the parties whether or not provided in this Agreement. In addition, to the extent applicable, Contracted Provider shall comply with the obligations in the contract between CMS and KPNW governing KPNW's participation in the Medicare Advantage program.

KPNW is a Medicare contractor and is therefore a recipient of federal payments. As a contractor of an organization that receives federal funds, you are subject to the same laws applicable to individuals and entities that receive federal funds. You and your subcontractors must comply with all rules and regulations that are applicable to federal contracts. These include the specific laws noted above, general rules that might apply, and policies, procedures, guide provisions, and other program requirements issued by CMS. These also include KPNW’s policies and procedures that are applicable to contracted providers.

**Compliance with Policies and Programs**
Contracted providers must comply with the medical policy, quality assurance program, and medical management program of KPNW.

You must review, participate in and comply with KPNW’s medical policy, quality assurance program, and medical management program.

See the Quality Management Section in your Provider Guide.

**Continuation of Services after Termination**
Contracted Provider shall continue to provide Services to Senior Advantage members who are hospitalized through the later of (a) the date for which premiums were paid or (b) through the date of discharge, even if the contract between CMS and KPNW has terminated or in the event of the insolvency of KPNW. Contracted Provider is prohibited by law from billing Senior Advantage members for such services.

Contracted providers acknowledge that services to Senior Advantage members will not be interrupted should KPNW go bankrupt, is unable to pay its debts, or terminates its contract with CMS or another provider. Services must continue through the end of the month in which CMS makes its last payment to KPNW for the member. In cases when the member is hospitalized, the obligation to provide services continues until discharge.

**Cooperate with Independent Quality Review**
Contracted Provider shall cooperate with any independent quality review and improvement organization or other external review organization, which is retained by KPNW as part of its quality assessment and improvement program.
Quality review is a material part of KPNW’s contract with CMS. You must participate in quality review and are obligated to participate in any quality review function KPNW designates.

**Cultural Competence**
All information about treatment options must be provided to Members in a culturally competent manner, including the option of no treatment. Contracted Provider shall ensure that Members with disabilities shall be able to communicate effectively with all health care professionals in making decisions regarding treatment options.

Contracted providers must ensure that services are provided in a culturally competent manner to all members. Kaiser Permanente expects you to provide health care that is sensitive to the needs and health status of different population groups. This includes members with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds, and physical or mental disabilities. KPNW is developing materials that will provide more guidance on culturally competent care.

**Delegation**
If KPNW has delegated any core activity or function (as defined by CMS) to a contracted practitioner; the activity or function must be monitored and overseen by KPNW.

In its agreements with contracted providers, KPNW will specify delegated activities and reporting responsibilities, termination procedures should the contracted provider not perform the function as required, and KPNW’s right and responsibility to perform ongoing monitoring. To the extent that KPNW has delegated any activities or functions, contracted providers will make such periodic and other reports as reasonably required by KPNW.

**Disclosure of Quality and Performance Indicators**
Quality and performance indicators for benefits under the Senior Advantage plan regarding member satisfaction and health outcomes must be disclosed to CMS.

KPNW conducts ongoing studies and surveys of member satisfaction and health outcomes. You must participate in these studies and surveys as requested by KPNW.

**Follow-Up Care and Training in Self-Care**
Contracted providers must inform Senior Advantage members about follow-up care and provide training in self-care as necessary.

Contracted providers must provide members with the information they need to participate fully in their own care, including information on such subjects as: self-care, medication management, use of medical equipment, potential complications and when these should be reported to providers, and scheduling of follow-up services.
Marketing Material
All forms of written or electronic marketing materials must be reviewed and approved by CMS.

"Marketing materials" include materials used to promote KPNW or Kaiser Permanente Senior Advantage, inform Medicare members and beneficiaries about enrollment, explain coverage of benefits, and explain coverage of Medicare services. Materials will usually be developed, produced and disseminated by KPNW. In the event that contracted providers or provider groups develop informational materials intended to inform Medicare patients about KPNW, Senior Advantage, or its services, such materials must be submitted to KPNW for review and approval. Marketing materials developed by contracted providers that are intended for Senior Advantage members or other Medicare beneficiaries require CMS approval.

No Recourse against Member
Contracted Provider agrees that in no event, including but not limited to, nonpayment by KPNW, insolvency of KPNW, cessation of operations by KPNW, or breach of this agreement, shall Contracted Provider bill, charge, collect a deposit from, impose surcharges, or have any recourse against a Member or a person acting on behalf of a Member for Services provided pursuant to this Agreement. This Agreement does not prohibit Contracted Provider from collecting (a) coinsurance, deductibles or copayments, as specifically provided for in KPNW’s Service Agreement or (b) fees for non-covered services. Nor does this Agreement prohibit Contracted Provider and a Member from agreeing to continue services solely at the Member’s expense, as long as the Contracted Provider has clearly informed the Member that KPNW may not cover or continue to cover a specific service or services.

CMS requires that Medicare Advantage members be protected from incurring financial liability for charges that are the obligation of KPNW to pay. Contracted providers must look solely to KPNW for the cost of covered services provided to Senior Advantage members. Senior Advantage members are liable only for cost-sharing amounts that are specified in KPNW’s membership contract.

Please see the Hold Harmless section in your NWP contract.

Notice and Hearing Rights
In the event that KPNW suspends or terminates this Agreement and gives written notice of such to Contracted Practitioner, Contracted Provider shall have such rights to notice and a hearing as required by the Medicare Advantage statutes, rules and regulations. The Contracted Provider shall give each physician who is entitled to notice and a hearing under the Medicare Advantage Program, written notice of such suspension or termination. The notice shall include notice of the right to appeal and the process and timing for such appeal or reference to KPNW’s notice and hearing procedures. Notwithstanding any such rights of appeal, the suspension or termination shall be final within the period stated in such notice to Contracted Practitioner. Nothing stated herein
shall prohibit KPNW from contracting with other providers to provide Services under this Agreement, and Contracted Provider shall have no claim whatsoever against KPNW if it exercises such right. If Contracted Provider is not an individual physician, Contracted Provider shall have no rights of appeal.

If KPNW suspends or terminates an agreement for services with an individual contracted practitioner; KPNW will provide notice of hearing rights as required by the Medicare Advantage statutes, rules and regulations. With contract terminations involving a provider group or organization, the group or organization must give each affected physician who is entitled to notice and a hearing under the Medicare Advantage program, written notice of such suspension or termination. The notice shall include notice of the right to appeal, the process and timing for such appeal, and reference KPNW’s notice and hearing procedures. Any such rights of appeal will not delay the date of suspension or termination. Rights of appeal and hearing are only available to individual physicians.

See Notice and Hearing Rights in the Patient Rights section of your Provider Guide.

**Notice of Termination of Contracted Providers**
Senior Advantage members must be notified of the termination of a contracted provider with whom they regularly received care.

KPNW intends to notify affected members within 15 days of the date of notice of termination. Terminated providers must provide KPNW with the information needed to meet this notice obligation.

**Payment and Incentive Arrangements**
Payment and incentive arrangements between KPNW and its entire network of contracted providers must be specified in its contracts.

Payment arrangements between KPNW and its contracted providers must be set forth in contracts. Your contract specifies our payment arrangements. In addition to our contract with you, all subcontracts you enter into with other individuals or entities that provide healthcare services to Senior Advantage members must specify payment arrangements. No contract provision, payment or otherwise, can create an incentive to reduce or limit services to a specific member.

**Professionally-Recognized Standards of Care**
Contracted Provider shall provide Services to Members in a manner consistent with professionally recognized standards of care.

Services to members must be provided in a manner consistent with professionally recognized standards of care.
Prohibition against Contracting with Sanctioned and Opt-Out Providers

Contracted Provider shall not employ or contract with directly or indirectly, any individual or entity excluded from participation under Medicare or who has opted out of Medicare for the provision of healthcare services, utilization review, medical social work or administrative services with respect to Members. As part of the credentialing process, Contracted Provider shall obtain certification from each physician and other health care professional providing Services that such individual or entity has not been excluded from participation under Medicare nor has opted out of Medicare.

KPNW is prohibited from employing or contracting with providers excluded from participation in (sometimes referred to as “sanctioned providers”), or who have opted out, of Medicare. Contracted providers are also prohibited from employing or contracting with such providers. Contracts are terminable for these reasons. Contracted providers must certify to KPNW that its contractors are eligible to participate in Medicare and must notify KPNW if it discovers such a provider is under its employ.

Prompt Payment of Compensation

When applicable, payments by KPNW or its designee shall be made in accord with Member’s healthcare benefits.

KPNW or its designee shall pay, and Contracted Provider agrees to accept as payment in full, the all-inclusive rates listed [herein], less any applicable Member copayments, for Services provided to Members pursuant to the terms of this Agreement.

For those cases for which Kaiser coverage is primary, KPNW or its designee shall pay for Services or provide notice of denial within thirty (30) working days of receipt of a properly completed Contracted Provider bill and any other necessary forms as required by KPNW.

Interest on any late payments will be paid as required by law.

Payment provisions, including a provision for timely payment, are set forth in your contract. Any subcontracts that you have with providers or entities that will provide services to Senior Advantage members must likewise contain a prompt payment provision.

Requirements Binding on Contracted Practitioner’s Subcontractors

If a Contracted Provider arranges for the provision of any covered services from other healthcare providers, the Contracted Provider shall include in its contracts with such providers all of the contractual and legal obligations required by the laws, regulations, rules and directions of CMS as applicable to the services to be provided by such providers. To the extent that CMS requires additional provisions be included in such subcontracts, the Contracted Provider shall amend its contracts accordingly.

KPNW generally contracts directly with contracted providers. However, in limited instances contracted providers subcontract for care provided to Kaiser Permanente
Senior Advantage members. KPNW requires that specific provisions be included in subcontracts. KPNW will provide guidance about the specific provisions that must be included in your contracts with other providers serving Senior Advantage members.

Termination as to Medicare Advantage Members
In the event that the Medicare Advantage contract between CMS and KPNW is terminated or not renewed, this Agreement will be terminated as to Medicare Advantage members unless CMS and KPNW agree otherwise. Such termination as to Senior Advantage Members shall be accomplished by delivery of written notice by Medical Group to Contracted Provider of the date upon which such termination will become effective.

Since CMS may choose to terminate its contract with KPNW, KPNW must be able to terminate the Medicare Advantage provisions in its provider contracts without breach or termination of the remainder of the contract. Likewise, KPNW may choose to nonrenew its contract with CMS. Generally, CMS will notify KPNW 90 days before it intends to terminate its contract with KPNW, while KPNW must notify CMS by May 1 of the year before KPNW intends to nonrenew its contract.

Terminations without Cause
Either party may terminate this Agreement at any time, with or without cause, by giving sixty (60) days written notice to the other party.

To ensure stability and continuity in services for Senior Advantage members, CMS requires that KPNW and its contracted providers provide each other with at least 60 days written notice before terminating a contract without cause, if the contract contains a “termination without cause” provision. This requirement does not amend any contract that does not contain a termination without cause provision; nor does it shorten a notice period for a termination without cause if the period of time specified in the contract is greater than 60 days.

10.3 Record Keeping and Reporting
Certification of Data
Contracted Provider recognizes that as a Medicare Advantage organization, KPNW is required to certify the accuracy, completeness and truthfulness of data which CMS requests. Such data include encounter data, payment data, and any other information provided to KPNW by its contractors and subcontractors. Contracted Provider and its subcontractors hereby represent and warrant that any such data submitted to KPNW will be accurate, complete and truthful. Upon request, Contracted providers shall make such certification in the form and manner prescribed by KPNW.

You and your subcontractors must certify the completeness and truthfulness of the data you provide to KPNW. The data you and your subcontractors supply is subject to audit by KPNW or CMS.
Disclosure of Information to CMS
KPNW and its contracted providers must disclose all necessary information to allow CMS to administer the Medicare Advantage program and inform members and prospective members about their choices for coverage under the Medicare program.

Contracted providers must provide KPNW and/or CMS with all information that is necessary for CMS to administer and evaluate the Medicare Advantage program. You must cooperate with KPNW in providing CMS with the information needed to establish and facilitate a process to enable current and potential beneficiaries to make informed decisions with respect to Medicare coverage.

Encounter Data
For Members for which Contracted Provider receives compensation under this Agreement, Contracted Provider shall provide KPNW with the properly completed CMS-1500 form or its successor format, for each encounter at an Contracted Provider location at which a Member received approved Services. Such information shall be complete, accurate and provided to KPNW within thirty (30) days from date of discharge. Encounter reporting shall be in accordance with, but not limited to, the Health Plan Employer Data and Information Set (HEDIS), Version 3.0, or its successor. Additionally, Contracted Provider shall promptly provide KPNW with all corrections to and revisions of such encounter data.

You must submit to KPNW complete, accurate and timely data, including medical records, necessary to characterize the content and purpose of each encounter with a member. You must submit data in the format prescribed by KPNW. Periodic random audits for coding completeness and accuracy will be conducted. Complete and accurate coding prevents fraud and abuse. If you have questions about this process, please contact us.

Maintenance and Audit of Records
Contracted Provider shall maintain, and make available to KPNW, the Department of Health and Human Services, the Comptroller General, or their designees, for evaluation, audit and inspection any relevant contracts, books, documents, papers, and records, including but not limited to, medical records and patient care documentation, related to this Agreement for six (6) years from the final date of the Agreement or from the date of completion of any audit, whichever is longer, or longer if so required by CMS.

CMS evaluates the quality, appropriateness and timeliness of services provided to Kaiser Permanente Senior Advantage members, facilities used to deliver services and other functions and transactions. A contracted provider must have books and records to support all services provided to Senior Advantage members. CMS has changed the time frame for retention of records to include six years from the date of an audit. Contracted providers and their related entities, including subcontractors, are required to have records available for a six-year period after you or KPNW terminates its contract.
with CMS or completion of an audit by the government, whichever is later (or longer in certain circumstances, if required by CMS).

10.4 Provisions that Apply to Primary Care Physicians

The following additional provisions apply only to contracted providers who have primary responsibility for the coordination of care provided to KPNW’s Senior Advantage members.

**Access to Specified Vaccines**

All members shall have direct access for influenza vaccines. Members shall not be required to pay for influenza and pneumococcal vaccines.

Members do not need to get a referral or prior authorization to obtain influenza vaccines. In addition, copayments (including office visit copayments) may not be collected for influenza or pneumococcal vaccines. Members must be able to access these services without charge. If, however, other services are received at the same time, then members may be charged the applicable office visit copayment. For example, a member who makes an appointment for a physical examination may be charged an office visit copayment for the physical examination, even if an influenza or pneumonia vaccine is provided during the course of the exam.

**Complex or Serious Medical Conditions**

Contracted Provider shall establish a treatment plan which identifies any complex or serious medical condition, provides for assessment and monitoring of those conditions and allows for the implementation of a treatment plan for those conditions, including recommendations about medically necessary and appropriate care from specialists, including an adequate number of direct access visits. The treatment plans must provide for consideration of the Senior Advantage member’s input, be time-specific and updated periodically.

Contracted providers who are responsible for primary care must comply with KPNW’s guidelines for the identification and treatment of members with complex or serious medical conditions. Individuals with serious or complex medical conditions must be identified, their condition assessed and monitored, and appropriate treatment plans implemented.

**Direct Access to Women’s Health Specialist and Mammography Screening**

Female Senior Advantage members must have direct access to a women’s health specialist within the network for routine and preventive women’s health care services provided as basic benefits.

Female Senior Advantage members must have direct access to a women’s health specialist within the network for routine and preventive women’s health care services...
provided as basic benefits. Women’s health specialists are defined as gynecologists, certified nurse midwives, or other qualified health care providers. Women’s health services include pelvic exams, Pap smears and mammography screening.

Female members often utilize their women’s health specialist like a primary provider. Thus, to ensure continuity of care, female members must have continued access to a primary care provider or mechanisms must exist that ensure referral beyond the women’s health specialist occurs when needed.

Frequency guidelines under Medicare allow female Senior Advantage members age 40 and older to receive screening mammography on an annual basis. Contracted providers must allow female Senior Advantage members age 40 and older to self-refer for mammography screening to providers with whom KPNW has contracts.

**Initial Health Assessment**
Contracted providers who have primary responsibility for the coordination of care provided to KPNW’s Senior Advantage members shall make an initial assessment of each member’s health care needs and for coordinating care. Assessments must be performed consistent with any guidelines developed by KPNW.

Primary care physicians must conduct an initial health assessment of all new Senior Advantage members within 90 days of the effective date of membership. KPNW will choose the form and substance of the initial assessment. The process for notifying contracted providers when new members are enrolled will be defined by KPNW.