



## SALISH BH-ASO POLICIES AND PROCEDURES

**Policy Name:** THIRD-PARTY LIABILITY AND COORDINATION OF BENEFITS

**Policy Number:** FI502

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### PURPOSE

To assure that Salish Behavioral Health Administrative Services Organization (SBH-ASO) pursues Third Party Resources and uses those Resources to support the Public Behavioral Health System and to ensure that Medicaid, State, and Federal funding are the payer of last resort; that individual benefits are appropriately funded, and to utilize the Contract monitoring process to ensure that Network Providers are adhering to the policy.

### DEFINITIONS

**Third Party Resources:** Those resources other than Medicaid that can be used to pay for services prior to the billing of Medicaid for Medicaid eligible clients. For non-Medicaid clients it is Medicare and private insurance and/or personal resources for people of means.

**Coordination of Benefits(COB):** Those activities undertaken by the SBH-ASO and Network Providers to ensure that appropriate client benefits are properly funded using all available resources.

### POLICY

1. SBH-ASO and its Providers shall not refuse or reduce services provided under the Health Care Authority (HCA) BH-ASO contract solely due to the existence of similar benefits provided under any other health care contracts (RCW 48.21.200), except in accord with applicable coordination of benefits (COB) rules in WAC 284-51.

2. Attempt to recover any third-party resources available to Individuals and make all records pertaining to COB collections for Individuals available for audit and review.
3. SBH-ASO complies with HCA and Managed Care Organization (MCO) contract requirements regarding the need to identify, pursue, and record third-party liability in accordance with Medicaid being the payer of last resort. SBH-ASO complies with HCA contract requirements regarding sliding scale service fees. Individual's benefits are funded through all available third-party resources with Medicaid, with state and federal funding being billed as a last resort.
4. SBH-ASO pays claims for contracted services when probable third-party liability has not been established or the third-party benefits are not available to pay a claim at the time it is filed.
5. SBH-ASO coordinates with out-of-network providers with respect to payment to ensure the cost to Individuals is no greater than it would be if the services were furnished within the network.
6. SBH-ASO communicates the requirements of this Policy to Providers that provide services under the terms of the HCA BH-ASO contract, and assure compliance with them.
7. SBH-ASO subcontracts require the pursuit and reporting of all third-party revenue related to services provided under the HCA BH-ASO contract, including pursuit of Fee-for-Service Medicaid funds provided for AI/AN individuals who did not opt into managed care.
8. All funds recovered from third-party resources are treated as a reduction of expenses paid and are used to support the public Behavioral Health system.
9. SBH-ASO and Network Providers remedy issues concerning service discrimination, if such issues surface.

## **PROCEDURE**

1. The SBH-ASO provider network subcontracts include the requirement to identify, pursue and record third-party resources. This required subcontractor process is subject to monthly certification.
2. When an individual has alternative payer sources, the explanation of benefits (EOBs) statement from the alternative payer can be reviewed to verify the denial of payment from this payer.
3. SBH-ASO provider network subcontractors shall pursue third party resources. SBH-ASO subcontractors shall bill applicable insurance companies prior to billing SBH-ASO and provide documentation upon request.

4. All third-party collections related to SBH-ASO services will be submitted to or adjudicated with the SBH-ASO within 45 calendar days from the date the provider receives the third-party reimbursement.
5. SBH-ASO will develop and provide appropriate training to subcontractors on this policy.
6. SBH-ASO Network Provider subcontracts will include the requirement to attend applicable SBH-ASO sponsored trainings.
7. During provider administrative contract monitoring, a sampling of third-party collections and potential collections will be reviewed to determine if individuals' benefits were funded appropriately and to determine if those funds were accounted for properly.
8. If through the financial review, periodic chart review or other areas observed during the contract monitoring, any issues are identified concerning appropriate funding of individual benefits, the contractor must address such issues immediately and a Corrective Action Plan will be provided to SBH-ASO within 30 calendar days that details how the issues were resolved. SBH-ASO will follow-up periodically, to ensure that the Corrective Action Plan was fully implemented.
9. SBH-ASO will ensure it collects signed and certified third-party reports from providers quarterly and properly reports the information to HCA.

### **Sliding Scale Service Fees**

SBH-ASO shall not deny the provision of Crisis Services, Involuntary Evaluation and Treatment (E&T) services, Involuntary Treatment Act (ITA) services or Substance Use Disorder involuntary commitment services to Individuals based on ability to pay. SBH-ASO Providers with a sliding fee schedule must take into consideration an Individual's circumstances and ability to pay. The fee schedule must be reviewed and approved by the SBH-ASO. SBH-ASO will ensure providers with sliding scale fee policies adhere to these requirements:

1. Put the sliding fee schedule in writing that is non-discriminatory;
2. Include language in the sliding fee schedule that no individual shall be denied services due to inability to pay;
3. Provide signage and information to Individuals to educate them on the sliding fee schedule;
4. Protect Individual's privacy in assessing fees;
5. Maintain records to account for each Individual's visit and any charges incurred;
6. Charge Individuals at or below 100% of Federal Poverty Level (FPL) a nominal fee or no fee at all;
7. Develop at least three (3) incremental amounts on the sliding fee scale for Individuals between 101-220% FPL.

### **Cost Sharing Assistance**

SBH-ASO may use block grant funds to help individuals satisfy cost-sharing requirements for Substance Use Block Grant (SABG) authorized SUD services or Mental Health Block Grant (MHBG) authorized mental health services. SBH-ASO ensures that:

1. The provider is a recipient of block grant funds;

2. Cost-sharing is for block grant authorized services;
3. Payments are in accordance with SABG or MHBG laws and regulations;
4. Cost-sharing payments are made directly to the provider of the service; and
5. A report is provided to HCA upon request that identifies:
  - a. The number of individuals provided cost-sharing assistance
  - b. The total dollars paid out for cost-sharing; and
  - c. Providers who received cost-sharing funds.