

## Section 4 - Providers

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### 4.1 Network and Provider Relations

The Senior Health Partners Provider Relations department maintains and supports the plan's provider network. The department is responsible for provider recruitment, contracting, credentialing, recredentialing and education. Once providers join the network, Provider Relations staff schedule provider orientations to educate providers about Senior Health Partners programs, policies and procedures, and any other updates on plan information. The Provider Relations staff members work closely with the Claims and Quality Management departments in the review and resolution of grievances, provider reconsiderations and/or provider appeals.

Provider Relations staff members review and updates all contracts, as needed, and investigates and resolves all provider-related complaints. If you have any questions, please contact the Senior Health Partners Provider Services line at (877) 737-2693.

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### 4.2 Provider e-Newsletter and Notices

Senior Health Partners contacts individual providers as needed to maximize care and service to members and oversee contractual requirements. Staff contacts providers by telephone, and sends periodic emails and a quarterly e-newsletter, to inform the network of important changes in plan policies and procedures and to keep providers updated.

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### 4.3 Provider Credentialing and Recredentialing

There are a few steps that Senior Health Partners must complete before considering a provider as a permanent part of its network. First, the Provider must complete and return a completed provider application with the required supporting documents, e.g., copies of current Certificate of Liability, license/certification. The complete application package is reviewed by the Medical Director for approval. After all required documentation is received, the provider package is presented to the Quality Management Committee for approval.

After the initial credentialing, all contracted providers are recredentialed biannually, which requires that providers send updated information. The Senior Health Partners recredentialing process also involves a review of provider performance indicators, which may include the following:

- Member/family complaints;
- Information from quality improvement activities; and
- Member satisfaction surveys.

If the recredentialing is denied, the provider is notified in writing of Senior Health Partners' decision and informed of his/her right to appeal that decision. Senior Health Partners may, at its option, terminate the Provider Agreement upon sixty (60) days written notice to the Provider.

Effective October 1, 2009, newly licensed Health Care Professionals (HCPs), or HCPs relocating from

another state who are joining the group practice of in-network providers, will be allowed to participate in Senior Health Partners' Provider Network only if they meet the participation and credentialing criteria outlined below.

- Senior Health Partners will make a determination within 90 days of receipt of a completed application. If no determination is made at that time, an HCP joining a group practice will be considered "provisionally" credentialed until a final determination is made.

- If the final determination is denial, the HCP will revert to non-participating status. The group practice wishing to include the newly licensed or relocated HCP must agree to refund and payments made by Senior Health Partners for in-network services delivered by the provisionally credentialed HCP that exceed any out-of-network benefit. In addition, the provider group must agree to hold the member harmless from payment of any services denied during the provisional period.

- If Senior Health Partners offers a member transitional care and the transitional care is provided by a provisionally credentialed provider who was ultimately denied credentialing by Senior Health Partners, other medical group providers will assume responsibility for the member's care. Medical groups are encouraged to provide full disclosure to members about a provider's provisional status so that they can then determine whether to have a fully credentialed provider in charge of their care.

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## 4.4 Provider Rights and Responsibilities and Dual Eligible Members

### Provider Rights

Senior Health Partners' participating providers can act within the lawful scope of their license to advise or advocate for members, and possess external appeal rights as follows:

- Health Status or Plan of Care options (including sufficient information to enable the member to decide among various care plan options);

- Filing a complaint or making a report or comment to an appropriate governmental body regarding Senior Health Partners' policies if the provider believes that the policies negatively impact the quality of care or access to care; and

- Effective January 1, 2010, Public Health Law 4914 was amended to extend external appeal rights to providers in connection with concurrent adverse determinations (See Manual Section 5-7.)

### Provider Responsibilities

Senior Health Partners' participating providers' responsibilities include, but not limited to:

a) Provide quality care

- Provide care within scope of practice (as defined by Senior Health Partners) and in accordance with Senior Health Partners access, quality and participation standards.

- Adhere to Senior Health Partners' clinical guidelines (see section 1.3 Provider Agreement).

- Provide optimal care to members without regard to age, race, sex, religious background, national origin, and disability, and sexual orientation, source of payment, veteran status, claims experience, social status, health status, or marital status.

- Comply with the Americans with Disabilities Act (ADA) guidelines set forth by the New York Department of Health, e.g., Wheelchair access.

## Dual Eligible Members

If a service is Medicare qualified, it is the provider's responsibility to determine if the member is Medicare eligible. If the member is Medicare eligible and the service is Medicare qualified, the Provider must bill Medicare and **Senior Health Partners will be responsible for the co-pay of covered service.**

## Senior Health Partners' Responsibilities to Providers

Senior Health Partners recognizes its obligation to assure participating providers the following:

- a) Comprehensive plan training and orientation programs
- b) Timely and ongoing communication from knowledgeable staff
- c) Timely payment for covered services rendered to members
- d) Timely responses to questions or concerns
- e) Assistance with complex member issues
- f) Timely resolution of grievances and appeals
- g) Constructive feedback on performance and utilization

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## 4.5 Provider Non-Disclosure and Confidentiality

### The Health Insurance Portability and Accountability Act (HIPAA")

The HIPAA Privacy rule requires providers to take reasonable steps to protect and safeguard the Protected Health Information ("PHI") of members/patients. A member's PHI is subject to the protections established by the Privacy Rule and under the contractual relationship between Senior Health Partners and the member, and between Senior Health Partners and the provider. PHI includes information regarding enrollment with Senior Health Partners, medical records, claims submitted for payment, etc. Such PHI must be safeguarded and held in strict confidence, so as to comply with applicable privacy provisions of State and Federal laws, including the Health Insurance Portability and Accountability Act (HIPAA). Ways in which a provider can protect member/patient PHI include ensuring that only authorized provider office employees have access to member/patient charts; including limited information on member/patient sign-in sheets; restricting non-employees from being in areas of the office that contain member/patient records.

### Member Authorization & Consent

Authorization must be obtained from the member/patient or qualified person before any personal health information can be released to an outside organization or agency, unless release of that information is legally required or permitted. Senior Health Partners members sign an authorization at the time of enrollment that allows Senior Health Partners to review, release and use their respective PHI. In addition, at the time of the initial encounter with each Senior Health Partner member, direct medical care providers are required to obtain the member's written consent to disclose personal health information to Senior Health Partners, and provide the member with a copy of their Privacy Notice indicating that their PHI will be shared with Senior Health Partners and other entities. This written consent and written acknowledgment of the provider's Privacy Notice, is to be maintained in the provider's records and is subject to audit by Senior Health Partners. All providers should take all reasonable measures to protect the privacy and confidentiality of the member's nonpublic personal information at all times, and to prevent the use or disclosure to any non-affiliated third party.

*All providers should remain aware that PHI about the provision of substance abuse services, and those that identify the presence of HIV-related illness, are governed by a special set of confidentiality rules. Release of*

*these records requires a special authorization. They should not be released to anyone other than the patient except under tightly defined and controlled circumstances. If you have any questions regarding the disclosure of Senior Health Partners member's information, please call (212) 324-2600.*

### **Confidentiality of HIV-related Information**

- HIV-related information is any information that shows a person:
- Had an HIV-related test (such as a HIV antibody test, PCR test, CD4 test for HIV, viral load test or other test);
- Has HIV-infection, HIV-related illness, or AIDS;
- Has been exposed to HIV; or
- Has one of these conditions, including information on the individual's contacts.

All providers must develop policies and procedures to assure the confidentiality of HIV related information. Such policies and procedures shall assure that such information is disclosed to employees or contractors only when appropriate. Such policies and procedures shall include:

- develop and implement policies and procedures to maintain the confidentiality of confidential HIV related information
- initial employee education and annual in-service education of employees
- maintenance of a list of job titles and the specific employee functions within those titles for which employees are authorized to access such information
- Procedures to limit access to trained staff (including contractors)
- protocols for ensuring that records (including electronic storage)
- procedures for handling requests by other parties for confidential HIV-related information
- protocols prohibiting employees/agents/contractors from discriminating against persons having or suspected of having HIV infection
- review of the policies and procedures on at least an annual basis

### **Members' Access to Medical Records**

The HIPAA Privacy Rule permits Senior Health Partners members with the right to access, review, copy and request amendments to his or her medical records held by providers. Senior Health Partners members or other individuals authorized by the member may submit a written request to his or her provider for a copy of such medical records. Additionally, a member or other individuals authorized by the member, may challenge the accuracy of the information in the medical records. Providers should have appropriate policies and procedures in place to address such requests for medical records.

### **Non-Disclosure**

Providers and employees, agents, or independent contractors of the Provider (all of whom shall be deemed to be the Provider for the purposes of this Section) may not disclose to third parties Senior Health Partners' Trade Secret and Intellectual Property, regardless of whether such information is marked or designated "confidential," without the prior written consent of Senior Health Partners. In addition, the Provider must take commercially reasonable steps to safeguard Senior Health Partners Trade Secret and Intellectual Property to prevent its unauthorized or improper use or copying.

### **Return of Trade Secret and Intellectual Property**

Upon termination of the Provider's Agreement for any reason, the Provider promises to return (or destroy, at the option of Senior Health Partners) any and all material that falls under Senior Health Partners trade secrets

and intellectual property to Senior Health Partners or Senior Health Partners' designee.

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## 4.5 a Notice of Privacy Practices



**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

THE EFFECTIVE DATE OF THIS NOTICE IS APRIL 14, 2003

At Senior Health Partners, Inc., a Healthfirst company, we respect the confidentiality of your health information and will protect your information in a responsible and professional manner. We are required by law to maintain the privacy of your health information, send you this notice and abide by the terms of this notice. This notice explains how we use information about you and when we can share that information with others. It also informs you of your rights as our valued customer and how you can exercise those rights. Senior Health Partners is sending this notice to you because our records show that we provide managed long-term care benefits to you.

We are required to follow the terms of this notice until we replace it, and we reserve the right to change the terms of this notice at any time. If we make changes, we will revise it and send a new Privacy Notice to all persons to whom we are required to give the new notice. We reserve the right to make the new changes apply to your medical information maintained by us before and after the effective date of the new notice.

### **HOW WE USE OR SHARE INFORMATION**

In this notice, when we talk about "information" or "health information" we mean information we receive directly/indirectly from you through enrollment forms such as your name, address and other demographic data; information from your transactions with us or our providers such as: medical history, health care treatment, prescriptions, health care claims and encounters, health service requests and appeal or grievance information; or financial information pertaining to your eligibility for governmental health programs or pertaining to your payment of premiums.

### **PERMISSIBLE USES AND DISCLOSURES WITHOUT YOUR CONSENT OR AUTHORIZATION**

The following are ways we may use or share information about you.

**Health Care Providers' Treatment Purposes:** We may disclose your health information to your doctor, at the doctor's request, for your treatment; use the information to help pay your medical bills that have been submitted to us by doctors and hospitals for payment; share your information with your doctors or hospitals to help them provide medical care to you. For example, if you are in the hospital, we may give them access to any medical records sent to us by your doctor. We may use or share your information with others to help manage your health care. For example, we might talk to your doctor to suggest a disease management or wellness program that could help improve your health.

**Health Care Operations:** We may use and disclose your health information to conduct quality assessment and improvement activities; for underwriting, or other activities relating to the creation, renewal or replacement of a contract of health insurance; share your information with others who help us manage, plan or develop our business operations; to authorize business associates to perform data aggregation services; to participate in case management or care coordination. We will not share your information with these outside groups unless they agree to keep it protected. In some situations we may disclose your health information to another covered entity for the limited health care operations activities and health care fraud and abuse compliance activities of the entity that receives your health information.

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## 4.6 Termination of Provider Agreement

### Termination by Senior Health Partners

Senior Health Partners may, at its option, terminate this Agreement immediately and without notice to Provider in the event of: (i) conduct by Provider or Provider employees or agents which in the sole judgment of Senior Health Partners poses an imminent harm to Enrollee(s); (ii) circumstances that result in Provider being legally unable to deliver the Covered Services specified herein; (iii) a determination by Senior Health Partners that Provider or Provider employees or agents have engaged in fraud; (iv) a final determination by a state licensing board or other governmental agency that impairs Provider's ability to provide services under this Agreement, including without limitation, a decision by DOH or its agents to suspend, terminate or deny approval to Provider to participate in the New York State Medicaid Program (*See Provider Agreement Section 6*).

### Termination by Providers

In the event that Senior Health Partners defaults in the performance of any material duty or obligation hereunder, Provider may, at its option, give Senior Health Partners written notice identifying the alleged default or breach, and if Senior Health Partners does not cure such default or breach within thirty (30) days, Provider may, at its option, terminate this Agreement upon thirty (30) days written notice to Senior Health Partners (*See Provider Agreement Section 6*).

In the event a provider is no longer interested in participating with Senior Health Partners, please call the Senior Health Partners Provider Services line at (877) 737-2693.

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## 4.7 Provider Participation in Senior Health Partners' Operations

Senior Health Partners values its relationship with providers and the unique perspectives that both parties bring to maximizing care and efficient operations. Informal access is available on an ongoing basis through communications with Provider Relations department and other plan staff. Plan staff also reaches out to providers regarding updates to policy or operational procedures to ensure timely and efficient services. Examples of formal input and participation by Senior Health Partners providers include internal committee involvement and completion of Provider Satisfaction Surveys.

### Committee Participation

Selected Providers may be requested to participate in committee activities. An example of this involvement occurs with Senior Health Partners' Quality and Utilization Management (QUM) Committee. Participation is requested based on the event or issues to be explored.

### Provider Satisfaction Survey Participation

While provider input is welcome at all times, Senior Health Partners conducts periodic surveys of provider satisfaction. Results are used to determine system and operational improvements to maximize clinical outcomes and operational effectiveness. Examples of actions taken as a result of satisfaction survey results include changes to staff meeting times to later in the morning to make staff more accessible to early morning provider calls; the installation of a new telephone system that allows direct dialing to staff; a weekly internal communication system among our office managers, on-call staff and our answering service; and the ability to

patch provider after hours calls through quickly in cases of emergency. Provider data is completed and returned in a confidential manner. The data is aggregated with no individual identifiers noted.

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## **4.8 Network Evaluation**

The adequacy of the current provider network is reviewed and analyzed on an annual and ongoing basis. Our mission of service provision is to provide the appropriate service, in the appropriate manner, at the appropriate time with the appropriate provider.

Senior Health Partners monitors service outcomes by documentation of best practices or when service delivery does not match standards or are not delivered within the timeframes specified.

Tracking and trending of utilization and services provides an opportunity for Care Management Team members to report positive efforts by providers and their staff. Data are logged, and analyzed and used to identify best practices as well as provider and access issues, potential inadequacy of the network and a need to expand the providers of service.

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