

NEW YORK & CONNECTICUT PARTICIPATING SURGEONS USING NON-PARTICIPATING PROVIDERS FOR INTRAOPERATIVE NEURO-MONITORING (IONM)

Policy Number: ADMINISTRATIVE 263.1 T2

Effective Date: June 1, 2018

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Related Policies
<ul style="list-style-type: none"> • Non-Participating Provider Consent Form Protocol

INSTRUCTIONS FOR USE

The services described in Oxford policies are subject to the terms, conditions and limitations of the member's contract or certificate. Unless otherwise stated, Oxford policies do not apply to Medicare Advantage members. Oxford reserves the right, in its sole discretion, to modify policies as necessary without prior written notice unless otherwise required by Oxford's administrative procedures or applicable state law. The term Oxford includes Oxford Health Plans, LLC and all of its subsidiaries as appropriate for these policies.

Certain policies may not be applicable to Self-Funded members and certain insured products. Refer to the member specific benefit plan document or Certificate of Coverage to determine whether coverage is provided or if there are any exclusions or benefit limitations applicable to any of these policies. If there is a difference between any policy and the member specific benefit plan document or Certificate of Coverage, the member specific benefit plan document or Certificate of Coverage will govern.

BENEFIT CONSIDERATIONS

Before using this policy, please check the member specific benefit plan document and any federal or state mandates, if applicable.

This policy applies to Participating Providers located in New York (NY) or Connecticut (CT) that are providing services to members enrolled on a NY or CT Oxford commercial product, that involve intraoperative neuro-monitoring (IONM).

Note: This policy does not apply to Participating Providers located in New Jersey (NJ) or to members enrolled on Oxford commercial products in NJ.

Essential Health Benefits for Individual and Small Group

For plan years beginning on or after January 1, 2014, the Affordable Care Act of 2010 (ACA) requires fully insured non-grandfathered individual and small group plans (inside and outside of Exchanges) to provide coverage for ten categories of Essential Health Benefits ("EHBs"). Large group plans (both self-funded and fully insured), and small group ASO plans, are not subject to the requirement to offer coverage for EHBs. However, if such plans choose to provide coverage for benefits which are deemed EHBs, the ACA requires all dollar limits on those benefits to be removed on all Grandfathered and Non-Grandfathered plans. The determination of which benefits constitute EHBs is made on a state by state basis. As such, when using this policy, it is important to refer to the member specific benefit plan document to determine benefit coverage.

DEFINITIONS

In-Network Exception: A determination made by Oxford to provide coverage for medical services rendered by an out-of-network (non-participating) provider at a level of coverage and cost share equivalent to that which would be applied to the same services if rendered by an in-network (participating).

Non-Participating Provider Consent Form: A required form a member must sign when a Participating Provider seeks to use a Non-Participating Provider for interoperative neuro-monitoring. **Note:** This policy does not apply in emergent situations.

Participating Provider (Physician, Surgeon, Specialist, Hospital, Ancillary): A Provider who has a contract with Oxford to provide services to specific Oxford Members (i.e., Freedom, Liberty networks). UnitedHealth Choice Plus network providers located outside of the tri-state area (CT, NJ, and NY) may be considered in-network. Check the member specific benefit plan document for eligibility.

Surgeon: For the purposes of this policy, a Surgeon is any Surgeon that is performing a surgical procedure regardless of the provider specialty (general Surgeon, orthopedic Surgeon, etc.).

POLICY

Participating Providers located in New York (NY) or Connecticut (CT) that are providing services to members enrolled on NY or CT products that involve intraoperative neuro-monitoring (IONM) must use an Oxford Participating IONM Provider unless:

- The member explicitly agrees pre-service to receive services from a Non-Participating IONM Provider by signing the [Non-Participating Provider Consent Form](#) and understands that the use of this provider will be:
 - **Out-of-Network:** For members **with** out-of-network benefits, Non-Participating IONM Provider claims will be paid at the out-of-network benefit level. Out-of-network cost shares and deductibles will apply.
 - **Denied:** For members **without** out-of-network benefits, Non-Participating IONM Provider claims will be denied as not covered because the member has no coverage for services provided by Non-Participating Providers. Members will therefore be responsible for the entire cost of the service;**or**
- An In-Network Exception has been approved.

PROCEDURES AND RESPONSIBILITIES

NY and CT Participating Providers Using Non-Participating IONM Providers

The following procedures and responsibilities apply to Participating Providers located in NY and CT when providing services to members enrolled on NY and/or CT products that involve intraoperative neuro-monitoring (IONM).

If the Participating Provider intends to utilize an IONM provider that does not participate in the Oxford network, the provider is required to:

- **Verbally discuss options and financial impact with the Member**
 - The Participating Provider must review this policy and the [Non-Participating Provider Consent Form](#) with the Member.
 - The discussion must explain Participating and Non-Participating IONM Provider alternatives and provide the Member with an understanding of all the providers involved in the Member's care.
 - The discussion must include a conversation explaining the financial impact of using a Non-Participating IONM Provider.
 - A copy of the [Non-Participating Provider Consent Form](#) must be provided to the Member.
 - The discussion must occur no more than 90 days, and no less than 14 days before, the scheduled date of the procedure.
 - If the Member does not sign the form at the end of the discussion, explain that it needs to be completed and returned no less than 14 days before the scheduled date of the procedure.
 - The discussion must then be noted in the Member's medical record.
- **Obtain a completed [Non-Participating Provider Consent Form](#)**
 - The member will need to agree or disagree to receive IONM services from a Non-Participating Provider by marking the appropriate box on the [Non-Participating Provider Consent Form](#). The member must then sign and date the form and return the form to the Participating Provider no less than 14 days before the scheduled date of the procedure. If the Member:

- **Does not agree to the use of a Non-Participating IONM Provider:** Following the discussion, if the Participating Provider:
 - Is unable to locate a Participating IONM Provider, they must contact the health plan for assistance in locating a Participating IONM Provider.
 - Still wants to recommend the Non-Participating IONM Provider, they must contact Oxford to request and initiate an In-Network Exception request.
- **Does agree to the use of a Non-Participating IONM Provider:** The Participating Provider must ensure that the Member understands the financial obligations of using a Non-Participating IONM Provider.
 - **For Members with out-of-network benefits:** Non-Participating IONM Providers will be paid at the out-of-network benefit level. Out-of-network cost shares and deductibles will apply. In addition, Members may be responsible to the Non-Participating IONM Provider for any amount above the amount paid by the health plan, as determined by the Member's out-of-network benefit; or
 - **For Members with only in-network benefits:** Non-Participating IONM Provider claims will be denied because the Member has no coverage for services provided by Non-Participating Providers. Members will therefore be responsible for the entire cost of the service(s).
- The Participating Provider must then sign and date the form to acknowledge the Member's decision.
- The Non-Participating Provider Consent Form must be kept on file by the Participating Provider.
- A separate Non-Participating Provider Consent Form is required for every service when the Participating Provider wants to refer to or involve a Non-Participating IONM Provider in a member's care.
- The Non-Participating Provider Consent Form will only be valid for 90 days from the date of member signature.
- Oxford may request a copy of the completed [Non-Participating Provider Consent Form](#) from the Participating Provider (who is required to keep the form on file) in order to conduct standard business.
 - When requested, the Participating Provider must provide a copy of the [Non-Participating Provider Consent Form](#) within 15 days of the request.
 - If a copy of the completed [Non-Participating Provider Consent Form](#) is not received within 15 days of the request, the Participating Provider's claim will be denied administratively for failure to comply with this protocol.
 - In these instances, the Participating Provider is prohibited from balance billing the Member.
 - Any payment previously made for the surgical service will be subject to recovery. The Participating provider **cannot** balance bill the member for claims denied for administrative reasons.

Participating IONM Providers

When a Participating Provider performs services involving a Participating IONM Provider, there will be no additional requirements to fulfill. A Non-Participating Provider Consent Form is not required.

Non-Compliance With This Policy

Oxford may request a copy of the completed [Non-Participating Provider Consent Form](#) from the Participating Provider (who is required to keep the form on file) in order to conduct standard business. When requested:

- The Participating Provider must provide a copy of the [Non-Participating Provider Consent Form](#) within 15 days of the request.
- If a copy of the completed [Non-Participating Provider Consent Form](#) is **not** received within 15 days of the request, as proof that they discussed the member's options for selecting a Participating or Non-Participating IONM Provider, in advance of the service, the Participating Provider's claim will be denied administratively for failure to comply with the protocol.
- In these instances, the Participating Provider is prohibited from balance billing the member. Any payment previously made for the service will be subject to recovery. The Participating Provider cannot balance bill the member for claims denied for administrative reasons.

In-Network Exception Requests

If requesting an In-Network Exception to have a Non-Participating IONM Provider covered as if they were participating with the Oxford network, the Participating Provider must make the exception request. The exception request will not be accepted from the Non-Participating IONM Provider.

- The In-Network Exception request must be made no less than 14 days in advance of the scheduled procedure in order to avoid delays in care and alleviate potential complications with the patient's required preparations for the procedure.
- If the Participating Provider requests an In-Network Exception less than 14 days in advance of the scheduled procedure, the In-Network Exception request will be processed per Oxford's standard guidelines, however the Participating Provider will receive an administrative denial for their claim for failure to follow protocol.

ATTACHMENTS

Non-Participating Provider Consent Form



Nonpar Provider
Consent Form-English

POLICY HISTORY/REVISION INFORMATION

Date	Action/Description
06/01/2018	• New policy