PAR GASTROENTEROLOGISTS USING NON-PAR ANESTHESIOLOGISTS: IN-OFFICE & AMBULATORY SURGERY CENTERS

Policy Number: ADMINISTRATIVE 005.7 T2 Effective Date: May 1, 2019

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APPLICABLE LINES OF BUSINESS/PRODUCTS

This policy applies to Oxford New York Commercial plan membership.

DEFINITIONS

Ambulatory Surgery Center (ASC): Refers to procedures performed in a free-standing Ambulatory Surgery Center that is not part of a physician’s office or hospital.

In-Office (IO): Refers to procedures performed in a provider’s office or in a surgical or endoscopy suite which is adjacent to or part of the physician's office.

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 gastroenterologist seeks to use a non-participating Anesthesiologist for non-emergent procedures.

Note: This policy does not apply in emergent situations.

POLICY

Participating Gastroenterologists located in New York (NY) performing non-emergent procedures with anesthesia In-Office (IO) or in an Ambulatory Surgery Centers (ASC), must use an Oxford participating Anesthesiologist unless:

- The member explicitly agrees pre-service to receive services from a non-participating Anesthesiologist 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 Anesthesiologist 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 Anesthesiologist 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;
- An In-Network Exception has been approved.
PROCEDURES AND RESPONSIBILITIES

NY Participating Gastroenterologist Using Non-Participating Anesthesiologist
The following procedures and responsibilities apply to services performed IO or in an ASC in non-emergent situations when the services are provided by a Participating Gastroenterologist with anesthesia in New York.

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

- **Verbally discuss options and financial impact with the member**
  - The Participating Gastroenterologists must review this policy and the Non-Participating Provider Consent Form with the member.
    - The discussion must explain Participating and Non-Participating Anesthesiologist 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 Anesthesiologist.
    - 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 anesthesia services from a Non-Participating Anesthesiologist 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 Anesthesiologist**: Following the discussion, if the Participating Provider:
      - Is unable to locate a Participating Anesthesiologist, they must contact the health plan for assistance in locating a Participating Anesthesiologist.
      - Still wants to recommend the Non-Participating Anesthesiologist, they must contact Oxford to request and initiate an In-Network Exception request.
    - **Does agree to the use of a Non-Participating Anesthesiologist**: The Participating Provider must ensure that the member understands the financial obligations of using a Non-Participating Anesthesiologist.
      - **For members with out-of-network benefits**: Non-Participating Anesthesiologist 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 Anesthesiologist for any amount above the amount paid by the health plan, as determined by the member’s out-of-network benefit.
      - **For members with only in-network benefits**: Non-Participating Anesthesiologist 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 Gastroenterologists 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 Gastroenterologists.
  - A separate Non-Participating Provider Consent Form is required for every service when the Participating Gastroenterologists wants to refer to or involve a Non-Participating Anesthesiologist 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 Gastroenterologists (who is required to keep the form on file) in order to conduct standard business.
    - When requested, the Participating Gastroenterologists 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 Gastroenterologist’s claim will be denied administratively for failure to comply with this protocol.
    - In these instances, the Participating Gastroenterologists is prohibited from balance billing the member.
    - Any payment previously made for the surgical service will be subject to recovery. The Participating Gastroenterologists cannot balance bill the member for claims denied for administrative reasons.

**Participating Anesthesiologist**
When a Participating Gastroenterologist performs non-emergent services IO or in an ASC using a participating Anesthesiologist, 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 Gastroenterologists (who is required to keep the form on file) in order to conduct standard business. When requested:

- The Participating Gastroenterologists 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 Anesthesiologist, in advance of the service, the Participating Gastroenterologist's claim will be denied administratively for failure to comply with the protocol.
- In these instances, the Participating Gastroenterologists is prohibited from balance billing the member. Any payment previously made for the service will be subject to recovery. The Participating Gastroenterologists 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 Anesthesiologist 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 Anesthesiologist.

- 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 (Chinese)
Non-Participating Provider Consent Form (English)
Non-Participating Provider Consent Form (Spanish)

POLICY HISTORY/REVISION INFORMATION

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<thead>
<tr>
<th>Date</th>
<th>Action/Description</th>
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<tr>
<td>05/01/2019</td>
<td>• Reorganized policy template; simplified and relocated Instructions for Use</td>
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<tr>
<td></td>
<td>• Updated language pertaining to applicable lines of business to clarify this policy applies to New York Commercial plan membership only</td>
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<tr>
<td></td>
<td>• Removed definition of “pre-service”</td>
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<td></td>
<td>• Revised and reformatted procedures and responsibilities:</td>
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<td>o Added language to indicate:</td>
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<td>▪ The discussion [with the member regarding options and financial impact] must:</td>
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<td>- Occur no less than 14 days before the scheduled date of the procedure</td>
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<td>- Include an explanation of the financial impact</td>
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<td>- Provide an understanding of all the providers involved in the member’s care</td>
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<td>- Be noted in the member’s medical record</td>
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<td>▪ The member must sign and date the form and return it to the Participating Provider no less than 14 days before the scheduled date of the procedure</td>
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<td>▪ Participating Gastroenterologists must then sign and date the form to acknowledge the member’s decision</td>
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<td>o Added language pertaining to:</td>
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<td>▪ The Participating Provider’s responsibilities when the member:</td>
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<td>- Does not agree to the use of a Non-Participating Anesthesiologist</td>
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<td>- Does agree to the use of a Non-Participating Anesthesiologist</td>
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<td>▪ The financial obligations for:</td>
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<td>- Members with out-of-network benefits who agree to use a Non-Participating Anesthesiologist</td>
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<tr>
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<td>- Members with only in-network benefits who agree to use a Non-Participating Anesthesiologist</td>
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Removal Language:

- The participating gastroenterologist may be asked to provide information regarding their New York State Office Based Surgery Accreditation status, which they should have available when making the In-Network Exception request.
- Providers are not required to submit the Non-Participating Provider Consent Form with their initial claim.
- Removed language pertaining to procedure scheduling and submitting claims.

INSTRUCTIONS FOR USE

The services described in Oxford policies are subject to the terms, conditions and limitations of the member's contract or certificate. 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.