

Office of Health Insurance Programs

Division of Long Term Care

MLTC Policy 13.17: Care Management Administrative Services (CMAS) Agreement Guidance

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This document is intended to inform Managed Long Term Care (MLTC) plans of key areas that must be addressed in all Care Management Administrative Services (CMAS) contracts submitted to the New York State Department of Health (NYSDOH) for review. This is supplemental guidance to be used in conjunction with the Care Management Administrative Services Contract Guidelines (“CMAS Guidelines”).

This is not an all-inclusive list and the CMAS Contract Guidelines will prevail, where applicable. All CMAS contracts submitted must satisfy the requirements detailed in the CMAS Guidelines as well as the 20 elements listed below.

Care Management Services Agreements submitted to the NYDOH will be reviewed as soon as practicable. The MLTC plan will receive a written response (via e-mail) indicating any issues or concerns. Once an agreement is acceptable, written approval will be issued.

If the CMAS Agreement was submitted more than 45 days ago and has already been implemented, the plan must submit a material amendment, if needed, to the original CMAS Agreement to address any changes need to comply with this additional guidance.

The Care Management Agreement must contain a statement that the Administrator is required to comply with the Plan’s care management policies and procedures. In addition, the plan must submit a copy of the approved policies and procedures to NYSDOH with the CMAS Agreement.

The Agreement must stipulate the following:

1. at least one (1) care management telephone contact per month and identify who is conducting the call. Also indicate that the Administrator will adhere to the approved Care Management protocols of the plan, including the required components of a call;
2. at least one (1) care management home visit every six (6) months and include who is conducting the home visit. Also indicate that the Administrator will adhere to the approved Care Management protocols of the plan, including the required components of a home visit;
3. “progressive levels” of care management based upon member/enrollee needs if reflected in Plan’s care management model;
4. who is responsible for completing the assessments and reassessments (MCO or Administrator), including intake and enrollment assessments;
5. that Consumer Directed Personal Assistance Services (CDPAS) and other service options are addressed by those performing the assessments and reassessments;

6. the minimum required response time to enrollee/member contacts and demonstrate a reasonableness standard, hierarchy, or triage concept based upon the member's need or type of request;
7. qualifications of care managers to demonstrate that they have the appropriate background in health care, social work, nursing, and/or long term care;
8. a supervisory structure in place for care management staff, including an organizational chart;
9. a reasonable ratio of Care Managers to enrollees. If care management is handled via a "team" approach, a detailed explanation of this approach should be provided;
10. a hierarchy of different care management ratios for members with differing needs;
11. a list of required reports to be submitted by the administrator to the MCO;
12. frequency of report submission should be addressed in the Contract;
13. standards for evaluating administrator performance;
14. demonstrate that the required telephone contacts and home visits will be documented in a record system that can and will be audited by the plan. The Contract should clearly state who is documenting these member contacts/encounters and should explain the MCO's audit process;
15. who is providing 24/7 access to care management staff;
16. that the MCO will perform all service authorizations;
17. how rosters will be shared with the administrator. Contract must also stipulate the process for notifying the administrator that new members have been enrolled;
18. how medical records will be shared between the MCO and the administrator;
19. that confidentiality is maintained and that HIPAA requirements are met; and
20. reasonable payment terms.