



Anthem Blue Cross and Blue Shield Medicare Advantage & Contracted Provider Responsibility & Liability for Issuance of Notice of Medicare Non Coverage (NOMNC) to a Skilled Nursing Facility

PURPOSE

The purpose of this communication is to outline the process that Anthem Blue Cross and Blue Shield has established to comply with the Centers for Medicare and Medicaid Services (CMS) mandatory requirement for all Medicare beneficiaries enrolled in Medicare Advantage Plans to receive a valid Notice of Medicare Non-Coverage (NOMNC), in a timely manner at the termination of skilled care at a Skilled Nursing Facility (SNF), to allow the member the opportunity to appeal to the Quality Improvement Organization (QIO), in the event they disagree with the termination of services.

Anthem responsibility and liability:

When Anthem has approved coverage of a member’s admission to a SNF, Anthem ensures that the member receives the verbal notification with appeal information and a valid NOMNC is sent to the SNF for the member to receive the NOMNC at least 2 calendar days in advance of the services ending, even if the member agrees with services ending, in compliance with CMS regulation.

Anthem is extending the notice period up to 8:00pm (in the time zone the facility is located), with the next 2 calendar days following the date of the denial notice to be considered the required 2 day notice.

Below is an outline of determining the Last Approved Day after the decision has been rendered to end services:

If denial notice (NOMNC) issued with confirmation of verbal notification & appeal information provided to the member, on the below day and time in the time zone the facility is located:	Then last approved day (LAD) will be on:	Members’ discharge will occur <u>or</u> member financial responsibility will begin on:
Monday (12am-8:00pm)	Wednesday	Thursday
Tuesday (12am- 8:00pm)	Thursday	Friday
Wednesday (12am-8:00pm)	Friday	Saturday
Thursday (12am-8:00pm)	Saturday	Sunday
Friday (12am-8:00pm)	Sunday	Monday
Saturday (12am – 8:00pm)	Monday	Tuesday
Sunday (12am-8:00pm)	Tuesday	Wednesday

Anthem’s verbal notification to the member and/or verbal or fax receipt confirmation of the delivery of the NOMNC submitted prior to 8:01 pm (in the time zone the facility is located), will be considered a valid delivery date/time to the facility.

Anthem Contracted SNF Provider responsibility and liability:

The SNF providers are responsible for delivering the NOMNC on behalf of Anthem, to the member or representative **and** for obtaining signature(s) the same day received by Anthem, but no later than 2 days before the member’s covered services end. In the event the SNF is not able to deliver the NOMNC and obtain signature(s) the same day Anthem issues the NOMNC, the SNF provider is responsible for re-issuing a NOMNC with the appropriate LAD to allow the member at least 2 calendar days in advance of the services ending.

In the event the member is in need of an authorized representative to acknowledge/sign the NOMNC, and the SNF is unable to deliver it to the authorized representative the same day Anthem issues it, the SNF should telephone the representative the same day the NOMNC is issued, to advise him/her when the beneficiary's services are no longer covered. The date of the conversation is the date of the receipt of the notice. The NOMNC must be mailed on the same day.

The SNF provider is also responsible to issue a NOMNC (created by the SNF provider) for members who services are expected to be fewer than two days duration or when a guaranteed discharge date is in place.

Liability will remain with the SNF in the event the acknowledgement of receipt and delivery of the NOMNC to the member or member's representative is not completed within the same day received. The authorization through the last approved day (LAD) will remain the same for the facility. The member may receive a new NOMNC with a new LAD to extend the covered services, with no liability to the member or Anthem, in order to allow the member the adequate days/time to appeal to the QIO, should the member disagree with the termination of services.

Anthem Medicare Advantage Member Responsibility and Liability:

The member or representative is responsible for acknowledging receipt of the NOMNC by signing the document. The member or representative is also responsible for contacting the QIO (no later than noon of the first day after receiving the NOMNC), if he or she wishes to appeal the termination and obtain an expedited review. The member may also appeal to Anthem Appeal department should they miss their timeframe for appealing to the QIO, if the member disagrees with the termination of services.

Liability for the member will begin the day following the last approved day as specified on the NOMNC, should the member choose not to appeal the termination of services.

NOTE: QIOs must be available both to receive and respond to an enrollee's appeal request at all times (CMS Ch 13 section 90.2)

Refer to Provider Contract with Anthem, Provider and Member liability for further details.

Failure to Comply With Utilization Management Program. If a reduction in or denial of payment is imposed for failure of the Covered Individual to comply with the Utilization Management Program as specified in the Covered Individual's Health Benefit Plan, PROVIDER agrees that ANTHEM and Plan are not responsible for the amount of such reduction or denial. However, PROVIDER shall seek payment from the Covered Individual for such amount. If a reduction in or denial of payment is imposed for failure of PROVIDER to comply with Plan's Utilization Management Program, as set forth in the Provider Manual, PROVIDER agrees that ANTHEM, Plan, and Covered Individual are not responsible for the amount of such reduction or denial.

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