

Medica Protocols

Orthotic and Prosthetic (O & P)

O&P Facility Provider will comply with the following protocols of Medica:

1. Follow approved billing procedures of Medica.
2. Obtain prior authorization for certain Health Services as defined by Medica. Prior authorization is not a guarantee of payment.
3. If applicable, provide Health Services pursuant to a medical treatment plan by and under the direction of a Physician, pursuant to the Member's Benefit Contract. In the event of a medical emergency, a medical treatment plan and prior written authorization will not be required.
4. Be bound by Medica's Administrative Requirements, including Administrative Requirements pertaining to Medicare, Medicaid and state government program products, and be bound to the service, access and quality standards, as modified from time to time by Medica and communicated to O&P Facility Provider under the terms and conditions of the Agreement.
5. Refer Members only to other Network Providers, including hospitals and other facilities, unless otherwise authorized by Medica pursuant to the Member's Benefit Contract or required by state law¹.
6. If the Member's Benefit Contract is one that requires the Member to receive all or any Health Services from or upon referral by a primary care Physician, the following additional protocols must be adhered to when those Health Services are rendered:
 - (a) Referrals to other Network or non-Network Providers must first be authorized by the Member's primary care Physician; and
 - (b) Health Services must be provided pursuant to the terms and limitations of the Referral Authorization Form issued by or on behalf of the Member's primary care Physician.
7. Charges for shipping and/or delivery of supplies or drugs nor permitted except as otherwise agreed to by Medica.

O&P Facility Provider will comply with all reasonable protocols adopted by Medica. In the event Medica adopts any additional or revised protocols, Medica will communicate such additional or revised protocols to O&P Facility Provider forty-five (45) days prior to their adoption and permit O&P Facility Provider forty-five (45) days to comply with such additional or revised protocols, unless a longer period of time is agreed upon by both parties.

¹ 36 O.S. 2011, Section 6055

O&P FACILITY PROVIDER CERTIFICATION

O&P Facility Provider will:

1. Be certified as a provider of Health Services by Medicare and Medicaid, in the jurisdiction where Health Services are provided, and be certified as a supplier of orthotics and prosthetics by any of the following organizations (“Certifying Organizations”) as required by Medicare and Medicaid; and as required by NCQA in accordance with Medica’s NCQA accreditation requirements:
 - Joint Commission on Accreditation of Healthcare Organizations
 - Community Health Accreditation Program
 - Healthcare Quality Association on Accreditation
 - National Board of Accreditation for Orthotic Suppliers
 - Board of Certification in Pedorthics
 - Accreditation Commission for Healthcare, Inc.
 - Board for Orthotist/Prosthetist Certification
 - National Association of Boards of Pharmacy
 - Commission on Accreditation of Rehabilitation Facilities
 - American Board for Certification in Orthotics and Prosthetics, Inc.
 - The Compliance Team, Inc.

O&P Facility Provider must comply with any other requirement(s) that the federal government, the state where the O&P Facility Provider is certified or licensed to provide Health Services applicable to the Agreement, or Medica may deem to be appropriate or necessary.

2. Have available, upon Medica’s request, evidence of certification(s) as a supplier of orthotics and prosthetics by Certifying Organization(s), Member and Physician satisfaction surveys, Medicare/Medicaid surveys, applicable accreditation results, and any other documents referenced in the Agreement, subject to rules and regulations governing patient confidentiality.
3. Provide marketing and total outpatient management support to Medica, and as may be requested by Medica, including but not limited to the following:
 - (a) Cooperate with Medica in its effort to educate Physicians and Medica staff regarding current technologies in orthotic and prosthetic Health Services, as requested by Medica.
 - (b) Participate in case management meetings as requested by Medica.

STANDARDS OF SERVICE AND ACCESS

O&P Facility Provider will measure, manufacture, fit, adjust, and provide for the maintenance and repair of orthotics, prosthetics, or pedorthics within a reasonable time following verbal or written notice by Medica or the Member’s Primary Care Physician, provided, however, that such services are rendered only by O&P Facility Provider’s trained staff who meet Medica’s criteria as listed below, and who have satisfied O&P Facility Provider’s formal orientation and continuing training programs, and O&P Facility Provider has formal documentation of such satisfaction.

In addition to the certification requirements above, O&P Facility Provider will employ or contract with health care professionals for the provision of health care services who meet, at a minimum, the following Medica criteria:

1. Orthotists, prosthetists and technicians must have successfully completed an examination in the appropriate discipline through the American Board for Certification in Orthotics and Prosthetics, Incorporated (“ABC”) and be certified by and be in good standing with ABC.
2. Orthotists and prosthetists must have a minimum of five years experience in the appropriate discipline or be supervised by a full-time ABC certified orthotist or prosthetist with a minimum of five years experience in the appropriate discipline.
3. Pedorthists must have successfully completed an examination through the Board for Certification in Pedorthics (“BCP”) and be registered with or certified by BCP and be in good standing with BCP.
4. Pedorthists must have a minimum of five years experience in pedorthics or be supervised by a full-time BCP certified pedorthist with a minimum of five (5) years of experience in pedorthics or by an ABC certified orthotist or prosthetist with a minimum of five (5) years of experience.
5. The O&P Facility Provider’s facility or facilities are accredited by ABC and/or BCP, or meet other reasonable standards for safety, cleanliness and access as determined by Medica.
6. O&P Facility Provider provides Health Services within Medica’s geographical service area, or as otherwise directed by Medica.
7. O&P Facility Provider has weekend and holiday coverage available as determined necessary by Medica.
8. O&P Facility Provider responds to emergency calls for repair of life sustaining equipment which is being used by the Member as soon as possible but no later than fifteen (15) minutes from the time the call was received by O&P Facility Provider. Such equipment is replaced as soon as possible but no later than one hour from the time the call was received by O&P Facility Provider, or as otherwise determined by Medica.
9. O&P Facility Provider fully educates and orients Members and their families or other concerned parties, where applicable, in the use of equipment. Education includes training in emergency procedures where applicable.
10. Utilizes an answering service or a published beeper number for 24-hour emergency phone coverage.
11. Have formal quality assurance standards and policies, which are available to Medica in writing upon request.
12. O&P Facility Provider may utilize used replacement orthotics, prosthetics, and related parts **only** where the structural and functional integrity of the replacement will in no way cause any functional inconvenience and/or medical injury to the Member.

If requested by Medica, O&P Facility Provider must provide evidence of all certifications, registrations and accreditations, or other such evidence required herein, and must do so within ten (10) days of the date requested by Medica.

LIMITATION OF HEALTH SERVICES AND UNAUTHORIZED HEALTH SERVICES

If a Member, with the exception of Medica Choice Care Members, elects to receive Health Services that are over and above that which has been authorized by Medica for that Member, O&P Facility Provider may provide such unauthorized Health Services; provided, however, that any payment by Medica to O&P Facility Provider is only for the authorized Health Services and will not exceed the amount specified in the O&P Appendix. O&P Facility Provider may collect from the Member any applicable Copayments, Coinsurance and/or Deductibles based on the authorized Health Services. In addition, O&P Facility Provider may collect from Member in advance a payment for the unauthorized Health Services as mutually agreed to by O&P Facility Provider and Member, not to exceed the difference between (1) O&P Facility Provider's Customary Charge for the Health Services that Medica authorized for use for Member; and (2) O&P Facility Provider's Customary Charge for the total Health Services requested by Member. The payment responsibilities of Member must be clearly communicated by O&P Facility Provider to Member before Health Services are provided. Moreover, O&P Facility Provider agrees to obtain from the Member in advance, a signed acknowledgment form verifying Member's understanding of O&P Facility Provider's explanation of Member's payment responsibilities. The acknowledgment form must be signed by Member and an authorized representative of O&P Facility Provider for each Health Service provided. O&P Facility Provider agrees to submit a copy of the signed acknowledgment to Medica with the claim(s) for Health Services and to maintain a copy of the signed acknowledgment on file.

This provision is in no way intended to extend Member's coverage beyond that which is set forth in his or her Benefit Plan, nor is it intended to increase Medica's payment responsibilities to O&P Facility Provider beyond that which is set forth in the Fee Maximum schedules in the Articles of the O&P Appendix. This provision is intended to only permit O&P Facility Provider to provide Health Services to a Member that may be over and above those which have been authorized by Medica, should Member request such and agree to pay any additional amounts as set forth in this Section.

O&P Facility Provider will include in each claim for O&P Facility Provider's Customary Charges for all Health Services authorized by Medica for Member a copy of the signed acknowledgment as described in this Section notwithstanding any other arrangement that O&P Facility Provider and Member may make in accordance with this provision.

Medica specifically prohibits billing by O&P Facility Provider to Medica or a Member for any Health Services not actually being rendered to that Member.

Failure to comply with the protocols of Medica is considered a material breach of the Agreement.