Great Rivers Behavioral Health Administrative Services Organization

Policy Title:	**Fraud and Abuse Compliance**	Policy No. **4003.01**
Category:	Compliance	Date Adopted: 1/10/2020 Date Revised: 05/14/2021 Date Reviewed: 4/20/2021
Reference:	Washington Administrative Code 182-538D and 246-341 Washington State Health Care Authority (HCA) Contract with Great Rivers Behavioral Health Administrative Services Organization The Federal False Claims Act (31 U.S.C. § 3729) Deficit Reduction Act of 2005 (DRA) Administrative remedies for false claims and statements (31 U.S.C. § 3801 et seq.) The Medicaid Act and all related program integrity provisions including, 42 USC section 1320a-7k(d) Section 1902(a) (68) of the Social Security Act Medicaid Fraud False Claims Act (74.66 RCW)	

Policy:

1.1. Great Rivers Behavioral Health Administrative Services Organization (Great Rivers BH-ASO) shall maintain a structure for preventing and detecting fraud, waste and abuse. All Great Rivers BH-ASO's employees and contractors have knowledge of the federal and state false claims act, remedies available under these acts and how employees and others can use them, and about the whistleblower protections available to anyone who claims a violation of the federal and state false claims act.

1.2. Great Rivers BH-ASO will establish and maintain a mandatory compliance plan that is designed to guard against fraud and abuse.

1.3. Great Rivers BH-ASO will initiate inquiries as quickly as possible, but no later than two (2) weeks after the date of the potential noncompliance or potential Fraud, Waste, and Abuse incident is identified.

Federal Law:

2.1. <u>The Federal False Claims Act</u>

2.1.1. The False Claim Act prohibits any person or entity from making a false or fraudulent claim to the Federal government. A claim includes any request for money or property if the government provides any portion of the money.

2.1.2. For a claim to be false, the entity must:

2.1.2.1. Knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval to any federal employee;

2.1.2.2. Knowingly makes, uses or causes to be made or used a false record or statement to get a false or fraudulent claim paid; or

2.1.2.3. Conspires to defraud the government by getting a false or fraudulent claim allowed or paid (31 USC sec. 3729(a))

2.1.3. **Fraudulent and abusive billing examples include, but are not limited to:**

2.1.3.1. Submitting encounters for services that were not provided. This includes billing for "no shows" or canceled appointments;

2.1.3.2. Misrepresenting the diagnosis for an individual in order to justify payment;

2.1.3.3. Exaggerating or altering a claim form to obtain a higher payment amount;

2.1.3.4. Soliciting, offering, or receiving a kickback, bribe, or rebate in exchange for a member referral;

2.1.3.5. Duplicate billing in an attempt to gain duplicate payment (e.g. this can involve billing multiple encounters to Great Rivers BH-ASO or billing an encounter to both Great Rivers BH-ASO and another insurer in an attempt to gain duplicate payments);

2.1.3.6. Participating in schemes that involve collusion between a provider and a member;

2.1.3.7. Billing non-covered services as covered services;

2.1.3.8. Knowing misuse of provider identification numbers that results in improper billing;

2.1.3.9. False or fraudulent filing of claims;

2.1.3.10. Failure of a provider to report suspected fraud or abuse;

2.1.3.11. Misrepresenting the service rendered (reporting encounter an erroneous place, time, date of service, etc.);

2.1.3.12. The acceptance of, or failure to return, monies allowed, overpaid, or paid on claims known to be false or fraudulent;

2.1.3.13. Intentionally failing to provide needed medical services or under-treating;

2.1.3.14. Falsifying certificates of medical necessity, attestations that Access to Care Standards has been met, treatment plans, medical records, or provider credentials to justify payment;

2.1.3.15. Billing for services by a provider for services actually rendered by an affiliated provider who is not a contracted or credentialed provider of Great Rivers BH-ASO; and

2.1.3.16. Submitting charges for payment for which there is no supporting documentation.

2.1.4. A false statement exists when a person asserts a material fact that is false, fictitious, or fraudulent. A statement may also be false if a person has a duty to disclose a material fact, does not disclose that fact, certifies that the statement is true, and the omission makes a statement that is false, fictitious or fraudulent.

2.1.5. The penalties for making a false claim are established by the Federal Government and can be as much as $11,181 to 23,331 per claim, plus three times the amount of any damages the Government sustains.

2.1.6. A statute of limitations says how much time may pass before an action may no longer be brought for violation of the law. Under the False Claims Act, the statute of limitation is six (6) years after the date of violation or three (3) years after the date when material facts are known or should have been known by the government, but no later than ten (10) years after the date on which the violation was committed.

2.2. Whistleblower

2.2.1. A private citizen may file suit under the False Claims Act on behalf of the Government if the citizen has direct and independent knowledge of the submission of a false claim (known as qui tam). The Government will decide whether to take over the case, or let the private individual pursue the case on his or her own.

2.2.1.1. If the Government takes over the case, the person who initially filed the case may receive between fifteen (15) and twenty-five (25) percent of any amount recovered in either litigation or settlement of the claim.

2.2.1.2. If the Government does not step in, the person who initially filed the case may receive between twenty-five (25) and thirty (30) percent of amount recovered (plus reimbursement of reasonable expenses and attorney fees).

2.2.2. The person bringing these claims (known as "relators" or "whistleblowers") is granted protection under the law. Specifically, any whistleblower who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against by his or her employer because of reporting a violation of the Federal False Claims Act is entitled to all relief necessary to make the employee whole.

2.3. Administrative Remedies for False Claims and False Statements

2.3.1. Federal law makes it illegal for a person or entity to make, present or submit a claim for property, services, or money to an authority when the person or entity "knows or has reason to know" that the claim:

2.3.1.1. Is false, fictitious, or fraudulent;

2.3.1.2. Includes or is supported by any written statement which asserts a material fact which is false, fictitious, or fraudulent;

2.3.1.3. Includes or is supported by any statement which omits a material fact, is false, fictitious because of omission and is a statement in which the person or entity has duty to include such material fact; or

2.3.1.4. Is for provision of items or services which the person or entity has not provided as claimed

2.3.2. The Federal law makes it illegal for a person to make, present, or summit a written statement (example: certifications, revenue, and expenditure report, affirmation) if the person or entity "knows or has reason to know" such statement:

2.3.2.1. Asserts material fact, which is false, fictitious, or fraudulent; or

2.3.2.2. Omits a material fact making the statement false, fictitious, or fraudulent because of omission

2.3.3. There is an administrative process the Government can initiate against person or entity for submitting false claims or making false statement. This administrative process is initiated and controlled by regulators.

2.3.4. The sanction for making a false claim or statement is set by the Government and may be eleven thousand one hundred eighty-one dollars or more per false claim statement.

Washington State Law

3.1. Washington State Fraud False Claims Act

3.1.1. Washington State Fraud False Claims Act establishes a person is liable to the government entity for a civil penalty of not less than the greater of ten thousand nine hundred fifty-seven dollars or the minimum inflation penalty amount imposed by 31 U.S.C. Sec. 3729(a) and not more than the greater of twenty-one thousand nine hundred sixteen dollars or the maximum inflation adjusted penalty amount imposed as provided by 31 U.S.C. Sec. 3729(a), plus three times the amount of damages which the government entity sustains because of the act of that person, if the person:

3.1.1.1. Knowingly presents, or causes to be presented, a false, or fraudulent claim for payment or approval;

3.1.1.2. Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;

3.1.1.3. Conspires to commit one or more of the violations in this section;

3.1.1.4. Has possession, custody, or control of property or money used, or to be used, by the government entity and knowingly delivers, or causes to be delivered, less than all of that money or property;

3.1.1.5. Is authorized to make or deliver a document certifying receipt of property used, or to be used, by the government entity and, intending to defraud the government entity, makes or delivers the receipt without completely knowing that the information on the receipt is true;

3.1.1.6. Knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the government entity who lawfully may not sell or pledge property; or

3.1.1.7. Knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the government entity, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the government entity

3.1.2. A person found in violation of the Washington State Fraud False Claims Act is liable to the attorney general for the costs of a civil action brought to recover the penalty or damages.

3.2. Qui Tam Action

3.2.1. A person may bring a civil action for a violation of Washington State Fraud False Claims Act for the person and for the government entity, known as qui tam action.

3.2.1.1. The action must be brought in the name of the government entity.

3.2.1.2. The person filing the action must serve a copy of the complaint and written disclosure of substantially all material evidence and information the person possesses on the attorney general in electronic format.

3.2.1.3. If the attorney general proceeds with a qui tam action, the person filing the action must receive at least fifteen percent but not more than twenty-five percent of the proceeds of the action or settlement of the claim, depending upon the extent to which the relator substantially contributed to the prosecution of the action..

3.3. Whistleblower Protection

3.3.1. A whistleblower who has been subjected to workplace reprisal or retaliatory action has the remedies provided under chapter 49.60 RCW.

3.3.2. RCW 4.24.500 through 4.24.520 provide certain protection to those who inform government agencies.

3.3.3. The identity of a whistleblower must subsequently remain confidential unless authorities determine it was no not made in good faith.

Definitions:

4.1. **Abuse** means practices that are inconsistent with sound fiscal, business, or medical practices, and may directly or indirectly result in unnecessary cost to Great Rivers BH-ASO and State and/or Federally funded programs. Abuse also includes any practice that is not consistent with the goals of providing patients with services that are medically necessary, meet professionally recognized standards, and are fairly priced.

4.2. **Contractor** means any contractor, subcontractor, agent, or other person which or who, on behalf of the entity, furnishes, or otherwise authorizes the furnishing of Medicaid and other health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the entity.

4.3. **Fraud** means intentionally deceiving someone or misrepresenting a material fact with the knowledge that the deception or material misrepresentation could result in some unauthorized benefit to oneself or another person. It includes "any act that constitutes fraud under applicable Federal or State law." 42 CFR § 455.2.

4.4. **Overpayment** means any funds that a person receives or retains under to which the person is not entitled. Examples of situations that may result in overpayments include but are not limited to:

4.4.1. duplicate submission of the same service encounter or claim;

4.4.2. payment to an incorrect payee; payment for services that are not covered services or are expressly excluded under the laws and rules governing the Medicaid program;

4.4.3. medically unnecessary or excessive services;

4.4.4. payment for services that are not supported by a clinical record that does not meet professional, licensing, or contractual standards;

4.4.5. upcoding;

4.4.6. submission of a claim or encounter containing any false or misleading information.

Procedures:

5.1 Great Rivers BHO-ASO provides all employees and contractors detailed information about the Federal and State False Claims acts, remedies available under these acts and how employees and others can use them and about the whistleblower protections available to anyone who claims a violation of the Federal and State False Claims Acts.

5.2 Great Rivers BH-ASO and its contractors will maintain written policies and detailed provisions regarding the entity's policies and procedures for detecting and preventing fraud, waste, and abuse.

5.3 Great Rivers BH-ASO and its contractors will include in employee handbooks or policies, a specific discussion of:

5.3.1 The State and Federal laws referenced above;

5.3.2 The rights of employees to be protected as whistleblowers; and

5.3.3 The entity's policies and procedures for detecting fraud, waste, and abuse.

6.1 Training

6.1.1 Great Rivers BH-ASO will train all team members, and as appropriate, contractors, regarding Federal and State False Claims Acts, and provide periodic updates for existing members of our workforce and contractors.

6.1.1.1 All members of Great Rivers BH-ASO's workforce are required to participate in the training, within ninety (90) days of hire or prior to contact with PHI.

6.1.1.2 All contractors are required to accept educational information offered by Great Rivers BH-ASO or participate in scheduled trainings, as determined by Great Rivers BH-ASO.

7.1 Contractor Relations and Contracts

7.1.1 Great Rivers BH-ASO does not enter contracts or other arrangements which, directly or indirectly, pay or offer to pay anything of value, be it money, gifts, space, equipment, or services, in return for the referral of Individuals to Great Rivers BH-ASO for services paid by the Medicaid program or by any other Federal or State health care program.

7.1.2 Great Rivers BH-ASO does not enter into financial arrangements with contractors that base compensation on decreased volume of Medicaid or other services provided.

7.1.3 Great Rivers BH-ASO does not approve nor cause claims to be submitted to the Medicaid program or any other Federal or State health care program for:

7.1.3.1 Services provided because of payments made in violation of this policy;

7.1.3.2 Services that are not medically necessary; or

7.1.3.3 Services which cannot be supported by the documentation in the clinical record.

7.1.4 Great Rivers BH-ASO does not falsify or misrepresent facts concerning the delivery of services or payment of claims in connection with the Medicaid program or any other Federal or State health care benefit program.

7.1.5 Great Rivers BH-ASO does not provide incentives to contractors to reduce or limit medically necessary behavioral health services to Medicaid beneficiaries or recipients of other Federal or State health care programs.

7.1.6 Great Rivers BH-ASO conducts all business with contractors pursuant to written contracts.

7.1.7 No Great Rivers BH-ASO employee or person associated with Great Rivers BH-ASO prevents or delays the communication of information or records related to violation of the Plan to the Compliance Officer.

7.1.8 Agencies or individuals listed by a Federal agency as debarred, excluded or otherwise ineligible for Federal program participation, as required by current Federal and State laws, or found to have a conviction or sanction related to health care will be excluded from providing Great Rivers BH-ASO funded services.

8.1 Monitoring

8.1.1 Great Rivers BH-ASO can detect and prevent fraud and abuse through the following activities including, but not limited to:

8.1.1.1 Contractor Reviews;

8.1.1.2 Review of contracted behavioral health agency quarterly financial information;

8.1.1.3 Requirement of biennial Independent Audit;

8.1.1.4 Profiling of Client Data;

8.1.1.5 Review of Community Inpatient Claims;

8.1.1.6 Ombudsman Reports;

8.1.1.7 Grievances;

8.1.1.8 Utilization and Care Management Operations;

8.1.1.9 Review of Department of Health (DOH) behavioral health agency licensing and certification reports; and

8.1.1.10 Management Information System (MIS) audits.

9.1 Reporting

9.1.1 Great Rivers BH-ASO and its Contractor will report all suspected fraud or abuse directly to the Medicaid Fraud Control Unit (MFCU) and the Great Rivers Compliance officer upon discovery, cooperate with investigation or prosecution conducted by the MFCU, and cooperate with any investigation conducted by Great Rivers BH-ASO Compliance officer.

9.1.2 Great Rivers Contractors will supply Great Rivers BH-ASO all documentation provided to MFCU.

9.1.3 The report of suspected fraud or abuse will include:

9.1.3.1 The Subject(s) of complaint by name and either provider/subcontractor type or employee position;

9.1.3.2 The source of the complaint;

9.1.3.3 The nature of fraud or abuse;

9.1.3.4 The approximate dollar amount;

9.1.3.5 The legal and administrative disposition of the case.

9.1.4 Great Rivers BH-ASO will send all information sent to the MFCU to HCA within one (1) working day.

9.1.5 Great Rivers BH-ASO, its contractors and subcontractors must comply with the following:

9.1.5.1 Disclosure requirements specified in 42 CFR 455 Subpart B, 42 CFR 431.107 (b) (3);

9.1.5.2 Provide without charge and in the form requested, any computerized data stored by the subcontractor, 45 CFR 455.21 (a) (2);

9.1.5.3 For free, upon request, copies of records showing the extent of the services delivered to Individuals, the extent of payments and any other information kept by the Subcontractor, 42 CFR 431.107 (b) (2), 45 CFR 455.21 (a) (2);

9.1.5.4 Obtain and use National Provider identifiers (NPIs) if the contractor or provider agency is eligible for one.

10.1 Cooperation with Government

10.1.1 Great Rivers BH-ASO and its contractors will fully cooperate with any federal, HCA, OIG, or Attorney General Medicaid Fraud Control Unit (MFCU) investigation including promptly supplying all data and information requested for their investigation as expeditiously as possible.

11.1 Credible Allegation of Fraud Exist

11.1.1 Great Rivers BH-ASO may suspend a provider's payments when the Contractor determines a credible allegation of fraud exists and there is a pending investigation (42 CFR 455.23).

12.1 Suspension Action

12.1.1 All suspensions of payment actions under this section will be temporary and will not continue after either of the following in the absence of other reasons for a continued suspension action:

12.1.1.1 Great Rivers BH-ASO or the prosecuting authorities determine that there is insufficient evidence of fraud by the provider; or

12.1.1.2 Legal proceedings related to the provider's alleged fraud are completed.

13.1 Notice Timeframe

13.1.1 Great Rivers BH-ASO will send notice of its suspension of program payments to the contractor within the following timeframes:

13.1.1.1 Five (5) business days of taking such action unless requested in writing by the Medicaid Fraud Control Unit (MFCU) or law enforcement agency to temporarily withhold such notice; or

13.1.1.2 Thirty (30) calendar days if requested by law enforcement in writing to delay sending such notice. The request for delay may be renewed in writing as many as two (2) times and in no event may the delay exceed ninety (90) calendar days.

14.1 Notice

14.1.1 The notice of payment suspension must include or address the following:

14.1.1.1 State that payment is being suspended in accordance with this provision.

14.1.1.2 Set forth the general allegations as to the nature of the suspension action but need not disclose any specific information concerning an ongoing investigation.

14.1.1.3 State that the suspension is for a temporary period and cite the circumstances under which the suspension will be terminated.

14.1.1.4 Specify, when applicable, to which type or types of claims or business units of a provider suspension is effective.

14.1.1.5 Inform the contractor of the right to submit written evidence for consideration by Great Rivers.

15.1 Termination of Suspension

15.1.1 Great Rivers BH-ASO must document in writing the termination of a suspension including, where applicable and appropriate, any Appeal rights available to a contractor.

16.1 Fraud Referral

16.1.1 Whenever Great Rivers BH-ASO's investigation leads to the initiation of a payment suspension in whole or part, Great Rivers BH-ASO must make a fraud referral to the Medicaid Fraud Control Unit (MFCU) and notify HCA.

16.1.2 The fraud referral will be made in writing and provided to the MFCU no later than the next business day after the suspension is enacted.

16.1.3 If the MFCU or other law enforcement agency accepts the fraud referral for investigation, the payment suspension may be continued until the investigation and any associated enforcement proceedings are completed.

16.1.3.1 On a quarterly basis, Great Rivers BH-ASO will request a certification from the MFCU or other law enforcement agency that any matter accepted on the basis of a referral continues to be under investigation thus warranting continuation of the suspension.

16.1.4 If the MFCU or other law enforcement agency declines to accept the fraud referral for investigation the payment, suspension will be discontinued in the absence of other reasons for a continued suspension action.

17.1 Good Cause

17.1.1 Great Rivers BH-ASO's decision to exercise good cause exception not to suspend payments or to suspend payments in part to a contractor does not relieve the Great Rivers BH-ASO obligation to refer any credible allegation.

17.1.2 Great Rivers BH-ASO may find good cause exists not to suspend payments, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible allegation of fraud if any of the following are applicable:

17.1.2.1 Law enforcement officials have specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.

17.1.2.2 Other available remedies implemented by the Great Rivers BH-ASO will more effectively or quickly protect Medicaid funds.

17.1.2.3 Great Rivers BH-ASO determines, based upon the submission of written evidence by the individual or entity that is the subject of the payment suspension, that the suspension should be removed.

17.1.2.4 Enrollee access to items or services would be jeopardized by a payment suspension because the individual or entity serves a large number of Enrollees within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.

17.1.2.5 Law enforcement declines to certify that a matter continues to be under investigation.

17.1.2.6 Great Rivers BH-ASO determines that payment suspension is not in the best interests of the Medicaid program.

17.1.3 Great Rivers BH-ASO may find that good cause exists to suspend payments in part, or to convert a payment suspension previously imposed in whole or in part, to an individual or entity against which there is an investigation of a credible allegation of fraud if any of the following are applicable:

17.1.3.1 Enrollee access to items or services would be jeopardized by a payment suspension in whole or part because of any of the following;

17.1.3.2 An individual or entity is the sole source of essential specialized services in a community;

17.1.3.3 The individual or entity serves a large number of Enrollees within a federal HRSA designated medically underserved area;

17.1.3.4 Great Rivers BH-ASO determines based upon the submission of written evidence by the individual or entity that is the subject of a whole payment suspension, that such suspension should be imposed only in part;

17.1.3.5 The credible allegation focuses solely and definitively on only a specific type of claim or arises from only a specific business unit of a provider and Great Rivers BH-ASO determines and documents in writing that a payment suspension in part would effectively ensure that potentially fraudulent claims were not continuing to be paid;

17.1.3.6 Law enforcement declines to certify that a matter continues to be under investigation;

17.1.3.7 Great Rivers BH-ASO determines that payment suspension only in part is in the best interests of the Medicaid program.

18.1 Record Retention

18.1.1 Great Rivers BH-ASO will meet the following documentation and record retention requirements:

18.1.1.1 Maintain for a minimum of ten (10) years from the date of issuance all materials documenting the life cycle of a payment suspension that was imposed in whole or part, including the following:

18.1.1.1.1 All notices of suspension of payment in whole or part;

18.1.1.1.2 All fraud referrals to the MFCU or other law enforcement agency;

18.1.1.1.3 All quarterly certifications of continuing investigation status by law enforcement;

18.1.1.1.4 All notices documenting the termination of a suspension;

18.1.1.1.5 Maintain for a minimum of ten (10) years from the date of issuance all materials documenting each instance where a payment suspension was not imposed, imposed only in part, or discontinued for good cause;

18.1.1.2 This type of documentation must include, at a minimum, detailed information on the basis for the existence of the good cause not to suspend payments, to suspend payments only in part, or to discontinue a payment suspension and, where applicable, must specify how long the Great Rivers BH-ASO anticipates such good cause will exist.

18.1.1.3 Annually report to HCA summary information on each of the following:

18.1.1.3.1 Suspension of payment, including the nature of the suspected fraud, the basis for suspension, and the outcome of the suspension;

18.1.1.3.2 Situations in which Great Rivers BH-ASO determined good cause existed to not suspend payments, to suspend payments only in part, or to discontinue a payment suspension as described in this section, including describing the nature of the suspected fraud and the nature of the good cause.

18.1.2 If Great Rivers BH-ASO fails to suspend payments to an entity or individual for which there is a pending investigation of a credible allegation of fraud, without good cause, HCA may withhold monthly payments.

19.1 Overpayment

19.1.1 Overpayment Procedure:

19.1.1.1 Once an overpayment is discovered, the contractor shall immediately put in place corrective actions to stop submission of similar erroneous claims or encounters.

19.1.1.2 Providers shall then determine whether to use established administrative billing procedures to correct and repay the claims or a more detailed self-disclosure process set forth in this procedure. Because of the complexity of issues surrounding overpayments, it is difficult to present a comprehensive set of criteria by which to judge whether an overpayment is of the type that can be considered

routine and appropriate for the normal administrative billing procedure. Contractors should err on the side of a fuller disclosure with the understanding that greater transparency will be considered by Great Rivers BH-ASO as evidence of a provider who takes compliance responsibilities seriously. By way of example, issues that would be appropriate for disclosure under this procedure include, but are not limited to:

19.1.1.2.1 Substantial number of routine errors attributable to one program or a single provider;

19.1.1.2.2 Errors caused by systemic problems or failures;

19.1.1.2.3 Patterns of errors that may indicate an unlawful intent;

19.1.1.2.4 Potential fraud or abuse; and

19.1.1.2.5 A sustained period of noncompliance.

19.1.1.3 If the provider determines that the overpayments warrant self-disclosure under this procedure, the provider shall verbally notify the Great Rivers BH-ASO Compliance Officer as soon as possible but in no event later than within five (5) business days from discovery of the general nature of the overpayment and the plans for investigation and reporting.

19.1.1.4 If at any time the provider suspects fraud or abuse, the provider must report as soon as it is discovered directly to MFCU and also to the Great Rivers BH-ASO Incident Reporting Manager in accordance with the Great Rivers BH-ASO Incident Reporting policy and include the following information:

19.1.1.4.1 The subject(s) of complaint by name and either provider/subcontractor type or employee position;

19.1.1.4.2 The source of the complaint;

19.1.1.4.3 The nature of alleged fraud or abuse;

19.1.1.4.4 The approximate dollar amount, if known; and

19.1.1.4.5 The legal and administrative disposition of the matter, if applicable.

19.1.1.5 Once a provider determines to disclose an overpayment under this procedure, the provider should submit an initial written report to the Great Rivers BH-ASO Compliance Officer within thirty (30) days from date of discovery and in a secure manner that protects personal health information. If the investigation and report cannot be completed within thirty (30) days, the provider shall inform the Great Rivers BH-ASO Compliance Officer of progress in writing and of the expected date of completion. If the provider needs longer than sixty (60) days, the provider must request and be granted an extension from the Great Rivers BH-ASO Compliance Officer.

19.1.1.5.1 The provider's report should include the following information:

19.1.1.5.1.1 The basis for the initial disclosure, including:

- 19.1.1.5.1.1.1 how it was discovered;
- 19.1.1.5.1.1.2 the approximate time period covered; and
- 19.1.1.5.1.1.3 an assessment of the potential impact.

19.1.1.5.1.2 A summary of the identified underlying cause of the issue(s) involved.

19.1.1.5.1.3 The date of discovery and the date reported to Great Rivers BH-ASO.

19.1.1.5.1.4 An Excel file that contains a detailed list of payments that comprise the incorrect encounter submissions or overpayments. This should be submitted via the Great Rivers BH-ASO secure ftp site. Each encounter listed should include the:

- 19.1.1.5.1.4.1 consumer name;
- 19.1.1.5.1.4.2 consumer ID (PM ID);
- 19.1.1.5.1.4.3 consumer guarantor;
- 19.1.1.5.1.4.4 date(s) of service;
- 19.1.1.5.1.4.5 provider type (if applicable);
- 19.1.1.5.1.4.6 provider ID number;
- 19.1.1.5.1.4.7 provider name;
- 19.1.1.5.1.4.8 service units;
- 19.1.1.5.1.4.9 rates or procedure codes; and
- 19.1.1.5.1.4.10 for claims overpayments only, the amount(s) paid by Great Rivers BH-ASO.

19.1.1.5.1.5 The name(s) of individual(s) involved in the error or misconduct and whether they are still employed by the provider, the name(s) of the individual(s) who discovered or reported the problem, and the name(s) of the individual(s) involved in rectifying the problem.

19.1.1.5.1.6 The nature and extent of any investigation and audit conducted to identify and determine the amount of the overpayment.

19.1.1.5.1.7 An explanation of any trends that may have been identified during investigation and/or audit.

19.1.1.5.1.8 Any corrective action that has been taken or will be taken to address the problem leading to the disclosure, including any disciplinary action taken, disclosures to licensing/credentialing organizations, reports to Medicaid Fraud Control Unit, and/or any actions taken to mitigate any harm to the individual. This should include the date the correction occurred and the process for monitoring the issue to prevent reoccurrence.

19.1.1.5.1.9 The name(s) and telephone number(s) of the individual(s) making the report on behalf of the provider. The individual(s) may be a senior official within the organization or an outside consultant or counsel but should, in any event, be in an appropriate position to speak for the organization.

19.1.1.5.1.10 An attestation of accuracy and completeness, signed by the chief executive officer, or president of the provider, or if there is no chief executive officer or president, someone with the equivalent responsibility.

19.1.1.6 After this initial report has been submitted and depending upon the circumstances of the occurrence, Great Rivers BH-ASO will consult with the provider and determine the most appropriate process for proceeding. The Great Rivers BH-ASO Compliance Officer will discuss the next steps, which may include requesting additional information or requiring additional corrective action.

19.1.1.7 All provider self-disclosures are subject to a thorough Great Rivers BH-ASO review to determine whether the amount identified is accurate. While the provider should make repayment as soon as an amount is identified, and any repayment will be credited toward the final settlement amount, Great Rivers BH-ASO will not accept the payment as full and final payment for self-disclosures prior to finalizing the audit/investigatory process.

19.1.1.8 All erroneous service encounters are subject to correction. While correct submission of data is encouraged, Great Rivers BH-ASO should be made aware of any corrections occurring that affect a paid service.

19.1.1.9 Once a repayment amount has been established, if full repayment has not previously been made, the provider shall reimburse Great Rivers BH-ASO within forty-five (45) calendar days for the

overpayment with a check for the full amount, made payable to Great Rivers Behavioral Health Administrative Services Organization. If the provider is unable to repay the full amount of the overpayment in a timely manner, the provider may request a repayment plan, which Great Rivers BH-ASO may grant or deny in its discretion. Great Rivers BH-ASO may also exercise contractual remedies to recoup overpayments that remain unpaid.

19.1.1.10 Once the repayment has been finalized and received, Great Rivers BH-ASO will issue a letter indicating closure of the matter.

19.1.1.11 Great Rivers BH-ASO procedure for recovering payments include:

19.1.1.11.1 Great Rivers BH-ASO will set up a fiduciary account separate from Great Rivers BH-ASO financial accounts

19.1.1.11.2 Deposits to this account will be documented and tracked specific to the overpayment incident.

19.1.1.11.3 Financial, treasury, banking, and accounting records will be kept and maintained in keeping with fiduciary, State, or Federal requirements

19.1.1.12 Once the overpayment incident is closed and if there is no repayment, Great Rivers BH-ASO will add residual funds to the Great Rivers BH-ASO' operation budget in the same category of funds they were received originally.

19.1.1.13 Great Rivers BH-ASO will notify the State in situations where Great Rivers BH-ASO is not permitted to retain some or all the recoveries of overpayments. Great Rivers BH-ASO will repay the State within thirty (30) days of the State's written demand to send the funds back.

19.1.1.14 Great Rivers BH-ASO will report annually to the State on all recoveries of overpayments.

POLICY SIGNATURE

DocuSigned by:
Trinidad A. Medina
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6/24/2021

Trinidad Medina,
Chief Executive Director

Date