

POLICY AND PROCEDURE

POLICY NAME: Provider Termination Policy	POLICY ID: LA.CONT.23
BUSINESS UNIT: LHCC	FUNCTIONAL AREA: Network Management-Contracting
EFFECTIVE DATE: 09/01/2011	PRODUCT(S): Medicaid and Medicare
REVIEWED/REVISED DATE: 5/13, 11/14, 7/15, 9/16, 11/16, 05/17, 05/18, 04/19, 5/19, 2/20, 03/21, 03/22, 12/22, <u>023/23</u>	
REGULATOR MOST RECENT APPROVAL DATE(S): n/a	

POLICY STATEMENT:

This policy outlines provider termination policy.

PURPOSE:

Ensure all provider terminations are implemented accurately and timely so that contractual obligations are not compromised.

SCOPE:

Louisiana Healthcare Connections Network Management, Provider Network Engagement Specialists ~~Relations~~, Clinical Nurse Liaison ~~Provider Services~~, Credentialing, Member Services and Contract Implementation Departments.

DEFINITIONS:

POLICY:

All provider terminations will be handled in such a manner that contractual obligations, inter-departmental communication, and provider notification are performed in a consistent and timely manner. This policy covers both internal requests as well as provider requests for termination.

PROCEDURE:

LHCC will notify its Enrollees of provider terminations in accordance with the Enrollee section. LHCC will notify LDH when the Contractor or its subcontractor terminates a Network Provider Agreement for program integrity-related reasons or otherwise limits the ability of providers to participate in the program for program integrity reasons. LHCC will notify the State's provider management contractor of a Network Provider's termination by close of business on the next Business Day following the termination.

A) Provider Initiated Termination Requests

1. Notification of Provider Termination must be received in writing from the Provider. Written Provider Notification of Termination should be routed to the Contracting team in the Network Management Department.
2. The Network Management Department will verify that the contract language permits the termination request. This verification will must be completed within one (1) business day of receipt by the Network Management Department.
 - If the termination request is not compliant with the contract terms, a letter is sent to the provider (within two (2) business days) declaring their contractual obligations to comply with the termination provision in their agreement. The termination is rescinded; therefore, no other steps are required.
 - If the termination request is compliant with the contract terms, the contract negotiator assigned to the provider, contacts the provider to review the termination request and if appropriate, attempts to resolve issues prompting the termination. This action will occurs within 3 calendar days of written receipt of termination notification.
3. Contract negotiator will coordinate an attempt to prevent termination and salvage the relationship in accordance with this policy.
4. If the Provider rescinds the Notification of Termination request, they must submit a written Rescind Letter to the health plan.
5. If termination is inevitable, the contract negotiator will forwards all pertinent information to the appropriate Contract Coordinator/Business Analyst, Provider Network Engagement Specialist ~~Consultant~~ or Provider Database Analyst so that they can document the information in the appropriate reporting system(s) within two (2) business days (following the Provider Documentation Retention and Naming Convention workflow) and forward such notice to:

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- (a) Provider Data Management for Systems update.
- (b) Enrollment Department & Member Services for member moves.
- (c) Medical Management for any transition/ continuity of care needs.

B) MCOLHCC Initiated Provider Terminations

1. LHCC considers LDH and our providers as partners in managing care for Medicaid enrollees. As such, we will exceed contract requirements and will not terminate providers without cause.
2. If the termination is initiated by ~~LHCC~~the MCO for cause, Louisiana's Department of Health, and Hospitals (LDH) will be notified of the Provider termination as soon as possible, but no later than seven (7) business days, and ~~LHCC~~the MCO ~~will~~ provide immediate notice to the provider within one (1) business day of the decision being made. The notice shall be sent at least fifteen (15) Calendar Days prior to the effective date of termination via electronic means and followed by a certified letter mailed within one (1) business day. ~~The LHCC~~MCO ~~shall~~ notify LDH by email prior to provider notification. ~~LHCC~~The MCO ~~shall~~ give hospitals and provider groups' ninety (90) calendar days' notice prior to a contract termination without cause.
3. ~~The MCOLHCC~~ may~~will~~ not terminate Network Provider Agreements without cause during the period of forty-five (45) Calendar Days prior to the start of the Enrollment period through the last Calendar Day of the enrollment period.
4. LHCC will receive written approval from LDH prior to terminating a Network Provider Agreement without cause when the provider is located in a Health Professional Shortage Area (HPSA).
- 4.5. ~~LHCC~~ shall give written notice of a provider's termination to the State agency, as appropriate, that has been involved in the care of an impacted Enrollee.
- 5.6. If LHCC terminates a Network Provider Agreement without cause, LHCC ~~shall~~ be responsible for the following:
 - a. Identifying and providing to LDH an accounting of all Enrollees who have received services from the impacted provider within the past eighteen (18) months by, at minimum, claims analysis and PCP selection concurrently with the notification to LDH;
 - b. Submission of a letter informing Enrollees of the termination and their ability to change their MCO, if appropriate, to LDH within five (5) Business Days of notification to LDH; and
 - c. Receiving and inputting in the member Enrollment web-based system Enrollee Disenrollment requests resulting from the termination within five (5) Business Days of the receipt of the request; and
 - d. The administrative cost borne by LDH for Disenrollment resulting from the termination, as invoiced by LDH.
- 6.7. ~~The MCOLHCC~~ shall provide written notification to LDH of its intent to terminate any provider contract that may materially impact the ~~MCO's~~ provider network and/or operations, as soon as possible, but no later than seven (7) calendar days prior to the effective date of termination. In the event of termination of a provider contract for cause, ~~the MCOLHCC~~ shall provide immediate written notice to the provider.
- 7.8. ~~The MCOLHCC~~ shall notify LDH within one (1) business day of becoming aware of an unexpected change that impairs provider network. This notification will include: information about how the change will affect the delivery of covered services and ~~the MCOLHCC's~~ plan for maintaining quality care to members if the change is likely to affect the delivery of covered services; ~~MCO's~~LHCC plans to notify members of such change and strategy to ensure timely access ~~for MCO-LHCC~~ members through different in-network and/or out-of-network providers. If termination is related to ~~the MCOLHCC's~~ operations, the notification shall include ~~the MCOLHCC's~~ plan for how it will ensure there will be no stoppage or interruption of services to members.
- 8.9. ~~The MCOLHCC~~ shall give written notice of termination of a provider contract within fifteen (15) business-calendar days after receipt of issuance of the termination notice, to each member who received his or her care from or was seen on a regular basis by the terminated provider as specified in 42 CFR §438.10(f)(1) ~~within the past two (2) years.~~
- 9.10. When a provider's contract is discontinued, ~~the MCOLHCC~~ will allow members to continue to access the provider, as follows:
 - a. For members in active treatment for a chronic or acute medical condition, ~~the Plan~~LHCC will allow continuation of such services for the defined continuity of care period, through the current period of active

treatment, until the member is reasonably transferred to a network provider without interruption of care, or for up to 90 calendar days, whichever is less (or as required by contract).

- b. For members in their second or third trimester of pregnancy, ~~the Plan~~ LHCC will provides continued access to the practitioner through the postpartum period, which begins immediately after childbirth and extends for approximately six weeks.

A material change for purposes of the Provider Network is defined as one which affects, or can reasonable be foreseen to affect, ~~the MCOLHCC's~~ ability to meet the performance and network standards as described in the Contract, including but not limited, to the following:

- a. A termination or non-renewal of a hospital or residential treatment facility;
- b. A termination or non-renewal of an Opioid Treatment Program;
- c. A termination or non-renewal of community health center or community mental health center;
- d. A termination or non-renewal of a chain pharmacy within ~~the MCOLHCC's~~ network;
- e. A loss of any participating behavioral health specialist which may impair or deny the Enrollees adequate access to providers; or

Other adverse changes to the composition of ~~the MCOLHCC's~~ network which result in ~~the MCOLHCC's~~ inability to meet the network adequacy and Timely access to care standards of the Contract, or which impair or deny an Enrollee's adequate access to providers such as capping of patient loads by Network Providers impacting availability of qualified specialists in a region. Failure to provide notice prior to the dates of termination shall be allowed when the provider becomes unable to care for Enrollees due to illness, the provider dies, the provider fails credentialing or is displaced as a result of a natural or man-made disaster, or for any other reason determined sufficient by LDH in writing. Under these circumstances, notice shall be issued immediately upon LHCC becoming aware of the circumstances.

REFERENCES:

LA.MBRS.27 Member Advisory of Provider Termination
LA.UM.16. Continuity & Coordination of Services
42 CFR §438.10
LDH Model Contract

ATTACHMENTS:

ROLES & RESPONSIBILITIES:

REGULATORY REPORTING REQUIREMENTS:

Which regulator(s) require reporting, what should be reported, when to report, and how to report/who to contact HB 434, Act 319 applies to material changes to this Policy.

REVISION LOG

REVISION TYPE	REVISION SUMMARY	DATE APPROVED & PUBLISHED
Ad Hoc Review	<ul style="list-style-type: none">Changes-Modified policy name from PRVR class to CONT class since this function lined up more with contracting changed where PR personnel specified to contracting personnel, and added notice provisions consistent with RFP for provider and DHH. RFP requirements - 7.6.3.3; 7.8.1.15; 7.13.7; 7.13.8;	11/19/14
Ad Hoc Review	RFP requirements – 7.11, 7.13.11.1.1.25	7/15
Ad Hoc Review	Changes – Clarified departments and job titles to provide comprehensive and distinctive outline for transparency. Changed DHH to LDH	9/26/16
Ad Hoc Review	RFP requirements – 7.6.3.4 & 42 CFR §438.10	11/16
Ad Hoc Review	Removed enrollment broker notification language	05/24/17
Annual Review	Updated reporting systems language, clarified Contracting as the sub-department of Network Development, revised language for set time frames (i.e., 24/48 hours to business days); separated steps for Provider Initiated Term versus MCO Initiated Terms.	05/24/18
Annual Review	Grammatical and formatting edits	04/25/19

Ad Hoc Review	Requirements 7.6.3.5 & 7.6.3.6	05/16/19
Ad Hoc Review	Grammatical edits	02/25/20
Ad Hoc Review	Formatting edits	03/25/21
Annual Review	No revisions	03/28/22
Ad Hoc Review	Revised to add model contract language for 2.9.9.7, 2.13.9.2.1, and RFP response section 2.6.8.2.8 Corporate added language for NCQA compliance Reformatted to latest Policy Template	12/02/22
<u>Ad Hoc Review</u>	<u>Contract Assessment – added language to meet requirements; Updated language to reflect current work processes; replaced all references to 'MCO' with 'LHCC' language</u>	<u>023/2014/23</u>

POLICY AND PROCEDURE APPROVAL

The electronic approval retained in RSA Archer, the Company's P&P management software, is considered equivalent to a signature.

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