HMO Provider Agreement (HOrg03)
Missouri Department of Commerce and Insurance
Insurance Market Regulation Division
Life & Healthcare Section

COMPANY NAME: _____

Lead Form # as it appears in SERFF: _____

All filings and payments must be through SERFF. A filing fee of $150 applies to each filing, pursuant to 374.230 RSMo.

For appropriate use of TOIs, please see the NAIC CDS Coding Matrix at: NAIC.org

To expedite filings and ensure an efficient use of resources, the L&H Section offers the following tips:

1. Please complete this form by listing the location of the provision in the forms. Please attach to the Supporting Documentation tab.
2. Please ensure the Form Type under the Form Schedule tab matches the attached form. For example, if the Form Type is an application, make sure the attached form is an application.
3. The Form Number:
   A. Cannot be reused, except when original filing rejected or withdrawn.
   B. Provided under the Form Schedule tab must match the form number that is provided on the lower left hand corner of the first page.
4. Provide an explanation of variability for all bracketed alpha and numeric text.
5. If filing a rider, endorsement or application, please provide the SERFF tracking number or copy of TD1 and approved policy forms.
6. If the company wishes to mark a form confidential, please provide an explanation of how the request complies with 374.070 RSMo and 20 CSR 10-2.400.
7. If providing a red line version, please attach to the Supporting Documentation tab; the forms for approval should be in final format.
8. Rate filings must be separate filings: Please see https://insurance.mo.gov/industry/filings/healthrates/

Description of Provisions for HMO Provider Agreements

Type of Insurance (TOI) codes HOrg3

Subject	Citation	Summary	Location in Filing: Section &/or Page number required
The following list describes provisions that must appear in all provider contracts			
HMO Limitations	354.441 RSMo	The HMO and any intermediaries may not restrict discussion of any of the items listed in this statute.	
Hold harmless	354.606.2 RSMo	A hold harmless provision specifying protections for enrollees and that is substantially similar to the specific language offered by this statute.	
Continuation of services	354.606.3 RSMo	Covered services shall continue through period for which premium is paid or enrollee is discharged from inpatient facility, whichever is later, in the event of the HMO's or intermediary's insolvency or cessation of services.	
Independent contractor relationship	354.606.4 RSMo	The Contract must establish an independent contractor relationship between the HMO and the Provider. Also, the hold harmless provision must survive contract termination, regardless of the reason for termination.	
Providers Rights	354.606.13 RSMo	A provider's rights and obligations under the contract cannot be assigned or delegated without the prior consent of the HMO.	
Non-discrimination of enrollment status	354.606.14 RSMo	The provider is to furnish covered services to all enrollees without regard to the enrollee's enrollment in the plan as a private purchaser of the plan or as a participant in a publicly financed program.	
Notice of Termination	354.609.1 RSMo	The terminating party shall give at least 60 days written notice of a termination without cause. Written notice shall state the reason for termination.	
List of enrollee supplied upon termination	354.609.1 RSMo	The provider is obligated to supply the HMO with a list of all enrollees who are patients within 15 days of notice of terminating or being terminated. (The DOI has permitted at least one HMO to show that the HMO is better able to identify affected members and therefore this contract provision was unnecessary)	
Continue Care upon Termination	354.612.1 RSMo	The provider shall continue care for up to 90 days in the event of contract termination or nonrenewal by either party, in accordance with the dictates of medical prudence. (e.g. – disability, pregnancy, etc.)	
Hold Harmless	354.612.2 RSMo	The provisions set forth in 354.606.2 RSMo apply when care is continued after provider contract termination, as required by 354.612.1 RSMo.	

Compensation for Continued Care	354.612.3 RSMo	The HMO shall pay the provider as set forth in the contract in the event of continued care after contract termination, as required by 354.612.1 RSMo.	
Risk Sharing Arrangements	354.624.1 RSMo	A description of any risk sharing arrangements. (e.g.- Capitation is risk sharing but discounted fee- for-service is not risk sharing.) If included in this contract, in which Article/Section or on which page(s) do they appear?	

Indicate whether or not the following provisions are located in the provider agreement. If the answer is "yes", please indicate where the provision is located in the provider contract. If the answer is "no", please indicate how the provider is informed of these statutory provisions and obligations

Compel provider to furnish records	354.603.1(3) RSMo	Does this contract clearly compel the provider to furnish records the HMO may require in order to document and/or demonstrate that the provider is capable of meeting the terms of the agreement? YES_____NO____. If not, how is the provider informed of this obligation?	
Required statement: shall not unreasonably restrict access to the entire network	354.603.1(4) RSMo	Clear statement that, notwithstanding legitimate and medically based referral patterns, neither party shall act in a manner that unreasonably restricts an enrollee's access to the entire network, unless the HMO has a written agreement with the holder of the benefits contract (not the provider contract) to a reduced network, and has requested an exception for a reduced network per 20 CSR 400-7.095 and filed an access plan for the reduced network prior to selling a new product, per 354.603.2 RSMo.	
Provider notification	354.606.1 RSMo	Does this contract describe the mechanism by which the provider will be notified on an **ongoing basis** of specific covered health services for which the provider is responsible, including limitations or conditions on services? YES___NO____If not, how is the provider notified of HMO covered services and any limitations or conditions on service?	
Provider notification	354.606.8 RSMo	Does this contract describe the mechanism to notify the provider of the HMO's administrative procedures? YES_____NO____. If not, how is the provider notified?	
Access to health records	354.606.12 RSMo	Does this contract clearly require the provider to allow state and federal authorities access to health records? YES___NO___. If not, how does the HMO require the provider to do so?	

Provider notification	354.606.15 RSMo	Does this contract notify providers of their responsibility to collect any applicable coinsurance, co-payments, deductibles or other member obligations to the provider? YES____NO___. If not, how is the provider notified?	
Provider notification	354.606.17 RSMo	Does this contract inform the Provider of the HMO's timely mechanism for the provider to determine an enrollee's eligibility? YES___NO___. If not, how is the provider informed?	

Dispute resolution	354.606.19 RSMo	Does this contract inform the provider of the mechanism for dispute resolution between the parties to this contract? (If arbitration is used as a dispute resolution mechanism, it may be binding, but cannot supersede the provisions of 354.600 RSMo - 354.636 RSMo) YES___NO___If not, how is the Provider informed?	
Provider notification of termination	354.609.2(1) RSMo	Does this contract provide that the health care professional will receive a written explanation of the reason when the HMO notifies the provider that the contract will terminate and offer an opportunity for a review or hearing? (This subsection shall not apply in the specific cases listed in this statute) YES___NO___. If not how is the provider to know of this right?	
30 day review of contract	354.609.6 RSMo	Does the contract disclose that providers may review a proposed contract for at least 30 days? YES___NO___. If not, how is this disclosed to providers?	

Please indicate if the contract contains the following:

Prompt Payment of Claims	376.383 RSMo & 376.384 RSMo	Does this contract contain provisions that are consistent with sections 376.383 RSMo and 376.384 RSMo? If the contract does not specify otherwise, it shall be assumed that participating providers may file claims as late as six months after the date of services, per 376.384.1(2) RSMo	
Enrollee's rights to legal action	538.210 RSMo	Does this contract contain any language that might conflict with an enrollee's right to sue someone under 538.210 RSMo?	
Hospitalists	354.606.9 RSMo	Does this contract require the use of hospitalists as a condition for participation?	
Inducement	354.606.10 RSMo	Does this contract offer any inducement to provide less than medically necessary services to an enrollee?	
UR / Grievance Process	354.606.11 RSMo	Does this contract prohibit a Provider from advocating on behalf of the enrollees within the utilization review or grievance processes established by the HMO or a person contracting with the HMO?	
Penalty for reporting	354.606.16 RSMo	Does this contract impose any form of penalty on providers for reporting acts or practices that may jeopardize patient health or welfare?	

Termination	354.609.5 RSMo	Does this contract provide that it will terminate if he provider, in good faith, pursues any of the 5 activities listed this Statute?	
Exclusivity		Does this contract include any provision that limits the HMO's ability to contract with any other health care providers?	
COB	20 CSR 400-2.030	Does this contract contain any language that conflicts with Missouri's Coordination of Benefits regulation or Missouri case law that prohibits subrogation from liable third parties in connection with fully insured contracts?	

Eating Disorders	376.845 RSMo	As of 1/1/2017--Requires health plans to cover treatment by certain providers, including marital and family therapists, clinical social worker's and other professional counselors. Requires health plans to provide medically necessary treatment of medical and mental conditions. Treatment plans cannot be based solely on weight.	

For Intermediaries as defined at 354.600

Intermediary	354.621.1 RSMo	The Intermediary and providers with whom it contracts shall comply with sections 354.600 RSMo to 354.636 RSMo	
Transmit Data	354.621.3 RSMo	The intermediary is obligated to transmit utilization documentation and claims paid data to the HMO. (Utilization review and claims payment responsibilities must not be delegated to an intermediary that isn't appropriately licensed for those activities.)	
Record Retention	354.621.4 RSMo	The intermediary shall maintain the documents listed in this statue section for at least 5 years.	
Access to Records	354.621.5 RSMo	Intermediaries must be required to allow the HMO or DOI to access to all documents that relate to compliance with sections 354.600 RSMo to 354.636 RSMo	

Prohibited Provisions

Time limits to file claims	376.384 RSMo	Provider and intermediary contracts shall not extend the time frames sections 376.383 RSMo and 376.384 RSMo.
Variable Language	20 CSR 400-2.060(4)(B)	
Variable Language - Blank pages	354.627 RSMo	Brackets around an entire page constitute a "blank" or generic form – not permitted – all provider contracts subject to review
ASD,developmental, physical treatment plans	376.1224.4(3) RSMo	A health carrier and the individual's treating physician or psychologist may agree to review treatment plans more often than once every 6 months. Any such agreement shall only apply to a particular individual receiving applied behavior analysis and shall not apply to all individuals receiving applied behavior analysis from that autism service provider, physician or psychologist.