



**Missouri Department of Insurance, Financial Institutions & Professional Registration  
Insurance Market Regulation Division  
Life & Health Section**

This checklist is a minimum representation of the items the Department considers when reviewing HMO provider agreements. This list is in no way an exhaustive or complete statement of all requirements and provisions that might be applicable to any specific provider agreement. **Please refer to the statutes and regulations for exact wording of requirements or prohibitions. The language within the Missouri Statutes and Regulations always prevails over this checklist.**

Company Name: \_\_\_\_\_

Form # as it appears on the TD-1: \_\_\_\_\_

| <b>HMO PROVIDER AGREEMENTS</b> |                 |                |  |
|--------------------------------|-----------------|----------------|--|
| <b>REVIEW REQUIREMENTS</b>     | <b>Citation</b> | <b>Summary</b> | <b>Location in Contract (page and section #)</b> |

**The following list describes provisions that must appear in all provider contracts:**

|   |   |  |  |
|---|---|--|--|
| Cover Letter                            | <u>20 CSR 400-8.200(3)(C)</u>           | Cover letter for filings must state if the form is intended to replace an existing form, or is a new form to be used in addition to existing forms.  |  |
| Form Number                             | <u>(3)(G)</u>                           | Each form must have a form number assigned by the submitting HMO in the lower left corner of the face page or first page.  |  |
| Transmittal Document                    | <u>(6)(A)</u>                           | All forms must be accompanied by a completed transmittal document  |  |
| HMO Limitations                         | <u>354.441</u>                          | The HMO and any intermediaries may not restrict discussion of any of the items listed in this statute.   |  |
| Hold harmless                           | <u>354.606.2</u>                        | A hold harmless provision specifying protections for enrollees and that is substantially similar to the specific language offered by this statute.   |  |
| Continuation of services                | <u>354.606.3</u>                        | 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     | <u>354.606.4 &amp; 20 CSR 400-7.080</u> | 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                        | <u>354.606.13</u>                       | 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 | <u>354.606.14</u>                       | 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   |  |



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|  |                     | the plan or as a participant in a publicly financed program.   |  |
| Notice of Termination  | <u>354.609.1</u>    | 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   | <u>354.609.1</u>    | 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   | <u>354.612.1</u>    | 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  | <u>354.612.2</u>    | The provisions set forth in 354.606.2 apply when care is continued after provider contract termination, as required by 354.612.1.  |  |
| Compensation for Continued Care  | <u>354.612.3</u>    | 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.   |  |
| Risk Sharing Arrangements  | <u>354.624.1</u>    | 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?  |  |
| <b>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.</b> |                     |  |  |
| Compel provider to furnish records   | <u>354.603.1(3)</u> | 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?<br>_____<br>_____<br>_____                      |  |



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| <p><b>Required statement: shall not unreasonably restrict access to the entire network</b></p> | <p><u>354.603.1(4)</u></p> | <p>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.</p> |  |
| <p><b>Provider notification</b></p>  | <p><u>354.606.1</u></p>    | <p>Does this contract describe the mechanism by which the provider will be notified on an <b>ongoing basis</b> 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?</p> <p>_____</p>   |  |
| <p>Provider notification</p>   | <p><u>354.606.8</u></p>    | <p>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?</p> <p>_____</p>   |  |
| <p>Access to health records</p>  | <p><u>354.606.12</u></p>   | <p>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?</p> <p>_____</p>   |  |
| <p>Provider notification</p>   | <p><u>354.606.15</u></p>   | <p>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?</p> <p>_____</p>   |  |
| <p>Provider notification</p>   | <p><u>354.606.17</u></p>   | <p>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?</p> <p>_____</p> <p>_____</p>   |  |



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| Dispute resolution   | <u>354.606.19</u>            | 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 can not supercede the provisions of 354.600-354.636) YES ___ NO ___ If not, how is the Provider informed?<br>_____   |        |
| <b>Provider notification of termination</b>                    | <u>354.609.2(1)</u>          | 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?<br>_____ |        |
| 30 day review of contract                                      | <u>354.609.6</u>             | 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?<br>_____   |        |
| <b>Please indicate if the contract contains the following:</b> |                              |   |        |
| Prompt Payment of Claims                                       | <u>376.383 &amp; 376.384</u> | Does this contract contain provisions that are consistent with sections 376.383 or 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 RSMo 376.384.1(2)  | YES NO |
| Enrollee's rights to legal action                              | <u>538.205(4)</u>            | Does this contract contain any language that might conflict with an enrollee's right to sue someone under RSMo 538.205(4)? (This statute includes HMOs in the definition of entities that may be sued for medical malpractice under certain circumstances.)   | YES NO |
| Hospitalists   | <u>354.606.9</u>             | Does this contract require the use of hospitalists as a condition for participation?  | YES NO |
| Inducement   | <u>354.606.10</u>            | Does this contract offer any inducement to provide less than medically necessary services to an enrollee?   | YES NO |
| UR / Grievance Process   | <u>354.606.11</u>            | 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?   | YES NO |
| Penalty for reporting  | <u>354.606.16</u>            | Does this contract impose any form of penalty on providers for reporting acts or practices that may jeopardize patient health or welfare?   | YES NO |



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| Termination   | <u>354.609.5</u>        | Does this contract provide that it will terminate if the provider, in good faith, pursues any of the 5 activities listed in this Statute?  | YES | NO |
| Exclusivity   |                         | Does this contract include any provision that limits the HMO's ability to contract with any other health care providers?   | YES | NO |
| COB   | <u>20 CSR 400-2.030</u> | 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?                               | YES | NO |
| <b>Will the entity with which the HMO proposes to contract through use of this form also serve as an intermediary as defined in RSMo 354.600(13)? If the answer is "yes", please note where in the contract the following required provisions appear:</b> |                         |  | YES | NO |
| Intermediary  | <u>354.621.1</u>        | The Intermediary and providers with whom it contracts shall comply with sections 354.600 to 354.636.   |     |    |
| Transmit Data   | <u>354.621.3</u>        | 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  | <u>354.621.4</u>        | The intermediary shall maintain the documents listed in this statute section for at least 5 years.   |     |    |
| Access to Records   | <u>354.621.5</u>        | Intermediaries must be required to allow the HMO or DIFP to access to all documents that relate to compliance with sections 354.600 to 354.636.  |     |    |
| Insolvency  | <u>354.621.6</u>        | In the event of the intermediary's insolvency the HMO reserves the right to require assignment to the HMO of the provisions of a provider's contract addressing the provider's obligation to provide covered services.   |     |    |