Missouri Department of Insurance, Financial Institutions & Professional Registration
Insurance Market Regulation Division
Life & Healthcare Section
http://insurance.mo.gov/industry/filings/lh/index.php

Company Name: _____

Lead Form # as it appears in SERFF: _____

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.

Description of Provisions for HMO Provider Agreements Type of Insurance (TOI) code HOrg03			
Subject	**Citation**	**Summary**	**Location in Filing: Section &/or Page number required**
The following list describes provisions that must appear in all provider contracts:			
General Description	20 CSR 400-8.200(3)(C)	Disclose if the form is intended to replace an existing form, or is a new form to be used in addition to existing forms. Information should be stated on the General Information tab in SERFF.	
Form Number	20 CSR 400-8.200(3)(I)	Each form must have a form number assigned by the submitting HMO in the lower left corner of the face page or first page.	
HMO Limitations	354.441	The HMO and any intermediaries may not restrict discussion of any of the items listed in this statute.	
Hold harmless	354.606.2	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	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 & 20 CSR 400-7.080	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	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	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	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	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	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	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	354.612.3	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	354.624.1	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)	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)	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.	
Provider notification	354.606.1	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	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	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	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	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	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 354.600-354.636) YES ___ NO ___ If not, how is the Provider informed? _____ _____	

Provider notification of termination	354.609.2(1)	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	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 & 376.384	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)	
Enrollee's rights to legal action	538.205(4)	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.)	
Hospitalists	354.606.9	Does this contract require the use of hospitalists as a condition for participation?	
Inducement	354.606.10	Does this contract offer any inducement to provide less than medically necessary services to an enrollee?	
UR / Grievance Process	354.606.11	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	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	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	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(13)			
Intermediary	354.621.1	The Intermediary and providers with whom it contracts shall comply with sections 354.600 to 354.636.	
Transmit Data	354.621.3	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	The intermediary shall maintain the documents listed in this statue section for at least 5 years.	
Access to Records	354.621.5	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	354.621.6	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.	

Prohibited Provisions

Time limits to file claims	376.384	Provider and intermediary contracts shall not extend the time frames sections 376.383 and 376.384 RSMo.
Red-lined copies	20 CSR 400-8.200	Any redline copies are not approvable and must be placed on the SERFF "supporting documentation" area.
Rider a Rider,	20 CSR 400-8.200(3)(D)	Companies may not "rider a rider", endorse and endorsement or amend an amendment.
Variable Language	20 CSR 400-2.060(4)(B)	Please see Filing Guidelines posted at http://insurance.mo.gov/industry/filings/lh/index.php
Variable Language - Blank pages	354.627	Brackets around an entire page constitute a "blank" or generic form – not permitted – all provider contracts subject to DIFP's review
Insert pages not permitted.	See Filing Guidelines & 20 CSR 400-8.200	An insert Page cannot be filed.
ASD treatment plans	376.1224.4(3)	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 being treated for ASD and shall not apply to all individuals being treated for ASD by a physician or psychologist.

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