



**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	<a href="#">20 CSR 400-8.200(3)(C)</a>	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	<a href="#">20 CSR 400-8.200(3)(I)</a>	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	<a href="#">354.441</a>	The HMO and any intermediaries may not restrict discussion of any of the items listed in this statute.	
Hold harmless	<a href="#">354.606.2</a>	A hold harmless provision specifying protections for enrollees and that is substantially similar to the specific language offered by this statute.	
Continuation of services	<a href="#">354.606.3</a>	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	<a href="#">354.606.4 &amp; 20 CSR 400-7.080</a>	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	<a href="#">354.606.13</a>	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	<a href="#">354.606.14</a>	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	<a href="#">354.609.1</a>	The terminating party shall give at least 60 days written notice of a termination without cause. Written notice shall state the reason for termination.	



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List of enrollee supplied upon termination	<a href="#">354.609.1</a>	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	<a href="#">354.612.1</a>	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	<a href="#">354.612.2</a>	The provisions set forth in <a href="#">354.606.2</a> apply when care is continued after provider contract termination, as required by <a href="#">354.612.1</a> .	
Compensation for Continued Care	<a href="#">354.612.3</a>	The HMO shall pay the provider as set forth in the contract in the event of continued care after contract termination, as required by <a href="#">354.612.1</a> .	
Risk Sharing Arrangements	<a href="#">354.624.1</a>	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	<a href="#">354.603.1(3)</a>	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? _____ _____ _____	
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Required statement: shall not unreasonably restrict access to the entire network	<a href="#">354.603.1(4)</a>	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 <a href="#">20 CSR 400-7.095</a> and filed an access plan for the reduced network prior to selling a new product, per <a href="#">354.603.2</a> .	
Provider notification	<a href="#">354.606.1</a>	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? _____	
Provider notification	<a href="#">354.606.8</a>	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	<a href="#">354.606.12</a>	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	<a href="#">354.606.15</a>	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	<a href="#">354.606.17</a>	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	<a href="#">354.606.19</a>	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 <a href="#">354.600-354.636</a> ) YES ___ NO ___ If not, how is the Provider informed? _____	
Provider notification of termination	<a href="#">354.609.2(1)</a>	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	



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		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	<a href="#">354.609.6</a>	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	<a href="#">376.383</a>  <a href="#">and</a>  <a href="#">376.384</a>	Does this contract contain provisions that are consistent with sections <a href="#">376.383</a> or <a href="#">376.384</a> , 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 <a href="#">376.384.1(2)</a>	
Enrollee's rights to legal action	<a href="#">538.205(4)</a>	Does this contract contain any language that might conflict with an enrollee's right to sue someone under RSMo <a href="#">538.205(4)</a> ? (This statute includes HMOs in the definition of entities that may be sued for medical malpractice under certain circumstances.)	
Hospitalists	<a href="#">354.606.9</a>	Does this contract require the use of hospitalists as a condition for participation?	
Inducement	<a href="#">354.606.10</a>	Does this contract offer any inducement to provide less than medically necessary services to an enrollee?	
UR / Grievance Process	<a href="#">354.606.11</a>	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	<a href="#">354.606.16</a>	Does this contract impose any form of penalty on providers for reporting acts or practices that may jeopardize patient health or welfare?	
Termination	<a href="#">354.609.5</a>	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	<a href="#">20 CSR 400-2.030</a>	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?	

**For Intermediaries as defined at 354.600(13)**

Intermediary	<a href="#">354.621.1</a>	The Intermediary and providers with whom it contracts shall comply with sections <a href="#">354.600 to 354.636</a> .	
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Transmit Data	<a href="#">354.621.3</a>	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	<a href="#">354.621.4</a>	The intermediary shall maintain the documents listed in this statute section for at least 5 years.	
Access to Records	<a href="#">354.621.5</a>	Intermediaries must be required to allow the HMO or DIFP to access to all documents that relate to compliance with sections <a href="#">354.600 to 354.636</a> .	
Insolvency	<a href="#">354.621.6</a>	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	<a href="#">376.384</a>	Provider and intermediary contracts shall not extend the time frames sections 376.383 and 376.384, RSMo.	
Red-lined copies	<a href="#">20 CSR 400-8.200</a>	Any redline copies are not approvable and must be placed on the SERFF "supporting documentation" area.	
Rider a Rider,	<a href="#">20 CSR 400-8.200(3)(D)</a>	Companies may not "rider a rider", endorse and endorsement or amend an amendment.	
Variable Language	<a href="#">20 CSR 400-2.060(4)(B)</a>	Please see Filing Guidelines posted at <a href="http://insurance.mo.gov/industry/filings/lh/index.php">http://insurance.mo.gov/industry/filings/lh/index.php</a>	
Variable Language - Blank pages	<a href="#">354.627</a>	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.	<a href="#">See Filing Guidelines 20 CSR 400-8.200</a>	An insert Page cannot be filed.	
ASD treatment plans	<a href="#">376.1224.4(3)</a>	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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