

1 **Policy:** **Continuity of Care – California - Department of**  
2 **Managed Health Care**

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4 **Date of Implementation:** **March 30, 2004**

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6 **Product:** **Specialty**  
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9 American Specialty Health – Specialty (ASH) supports and improves the quality, safety,  
10 and accessibility of services provided to its members. ASH permits continuation of care  
11 for a period of time that allows for reasonable completion of covered services.  
12

13 **Completion of Covered Services**

14 California law requires coverage be provided for the completion of covered services for  
15 the following conditions:

- 16 • An acute condition, which is defined as a medical condition that involves a sudden  
17 onset of symptoms due to an illness, injury, or other medical problem that requires  
18 prompt medical attention and that has a limited duration. Completion of covered  
19 services for an acute condition would be provided for the duration of the acute  
20 condition; or
- 21 • A serious chronic condition, which is defined as a medical condition due to a  
22 disease, illness, or other medical problem or medical disorder that is serious in  
23 nature and that persists without full cure or worsens over an extended period of  
24 time or requires ongoing treatment to maintain remission or prevent deterioration.  
25 Completion of covered services for a serious chronic condition would be provided  
26 for a period of time necessary to complete a course of treatment or to arrange for a  
27 safe transfer to another provider/practitioner. In no event shall the completion of  
28 covered services for a serious chronic condition exceed 12 months from the  
29 termination of a provider contract or 12 months from the effective date of coverage  
30 for a newly covered member; or
- 31 • The care of a newborn child between birth and age 36 months. Completion of  
32 covered services for a newborn child between birth and age 36 months shall not  
33 exceed 12 months from the contract termination date or 12 months from the  
34 effective date of coverage for a newly covered member; or

- 1 • A pregnancy<sup>1</sup>, which is defined as the three trimesters of pregnancy and the  
 2 immediate postpartum period. Completion of covered services shall be provided  
 3 for the duration of the pregnancy.
- 4 • A terminal illness<sup>1</sup>, which is defined as an incurable or irreversible condition that  
 5 has a high probability of causing death within one year or less. Completion of  
 6 covered services shall be provided for the duration of a terminal illness which may  
 7 exceed 12 months from the contract termination date of 12 months from the  
 8 effective date of coverage for a new member; or
- 9 • A performance of a surgery or other procedure, that is authorized by ASH as part  
 10 of a documented course of treatment and has been recommended and documented  
 11 by the provider/practitioner to occur within 180 days of the contract’s termination  
 12 date or within 180 days of the effective date of coverage for a newly covered  
 13 member.

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 15 ASH provides for continuity of care for the conditions referenced above only to the extent  
 16 such services are covered services.

### 17 **Continuity of Care Providers/Practitioners**

18 A Continuity of Care provider/practitioner (hereafter referred to as provider/practitioner)  
 19 is defined as a provider/practitioner who is no longer contracted with ASH or otherwise  
 20 permitted to provide in-network services to members and who at the time of relationship  
 21 termination is providing services to an ASH member.

22  
 23  
 24 A member’s ability to receive continuity of care in situations in which the  
 25 provider’s/practitioner’s contract with ASH has been terminated is contingent on the  
 26 following:

- 27 • The member remains responsible for any applicable co-payments, deductibles, or  
 28 other cost sharing components during the period of completion of covered services  
 29 as existed prior to the provider’s/practitioner’s contract termination;

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<sup>1</sup> **Chiropractic Services** – Continuity of care for these conditions is not applicable to Chiropractic Coverage as Chiropractic Covered Services are not appropriate for the treatment of a pregnancy or a terminal illness, nor would such services be required for, or in connection with, the performance of a surgical or other procedure.

**Acupuncture Services** – Continuity of care for these conditions may have limited applicability to Acupuncture Coverage. While Acupuncture Covered Services are not required to directly treat pregnancy or a terminal illness, *per se*, nor would such services be required for the performance of a surgical or other procedure. Acupuncture Covered Services include acupuncture services for the treatment of nausea or pain, and thus there may be some limited circumstances in which continuity of care could apply to acupuncture services for those conditions. For pregnancy, this would include a person who is receiving acupuncture services for the treatment of nausea associated with pregnancy. For a terminal illness, this would include a person who is receiving acupuncture services for treatment of pain or nausea associated with the terminal condition (for example, nausea resulting from chemotherapy). And for surgical procedures, this would include a person who is receiving acupuncture services for the treatment of post-operative pain.

- 1 • The provider/practitioner must not have been terminated due to quality of care
- 2 issues, board disciplinary actions, fraud, or other criminal activity;
- 3 • The provider/practitioner develops a reasonable transition plan for each member in
- 4 active treatment; and
- 5 • The provider/practitioner agrees in writing to be subject to the same contractual
- 6 terms that existed prior to termination, which includes agreeing to:
  - 7 ○ Continue the member’s treatment for an appropriate period of time (based on
  - 8 transition plan goals);
  - 9 ○ Share information regarding the treatment/services with ASH;
  - 10 ○ Continue to follow ASH’s clinical services policies and procedures;
  - 11 ○ Not charge the member an amount beyond any required co-payment; and
  - 12 ○ Be subject to the same contractual terms and conditions that are imposed upon
  - 13 contracted providers/contracted practitioners, including but not limited to the
  - 14 compensation rates and methods of payment used by ASH for contracted
  - 15 providers/contracted practitioners providing similar services who are not
  - 16 capitated and who are practicing in the same or similar geographic area and
  - 17 clinical services management program, peer review, and quality assurance
  - 18 requirements.
  - 19

20 A newly enrolled member’s ability to receive continuity of care from their current non-

21 contracted provider/practitioner is contingent on the following:

- 22 • The member remains responsible for any applicable co-payments, deductibles, or
- 23 other cost sharing components during the completion of covered services under
- 24 continuity of care. The amounts of any such payments are the same as would be
- 25 paid by a member receiving care from a contracted provider/practitioner.
- 26 • The provider/practitioner develops a reasonable transition plan for each member in
- 27 active treatment.
- 28 • The non-contracted provider/practitioner agrees in writing to be subject to the same
- 29 contractual terms and conditions that are imposed upon contracted
- 30 providers/practitioners, including but not limited to the compensation rates and
- 31 methods of payment used by ASH for contracted providers/practitioners providing
- 32 similar services who are not capitated and who are practicing in the same or similar
- 33 geographic area and clinical services program, peer review, and quality assurance
- 34 requirements.
- 35

36 While at this time ASH is not authorized to offer individual subscriber contracts, should

37 ASH seek the ability to offer such contracts, the rights to continuity of care for the

38 completion of covered services does not extend to a newly covered member under an

39 individual subscriber agreement who is undergoing a course of treatment on the effective

40 date of coverage.

1 **Notice to Members Regarding Continuity of Care Rights**

2 If ASH has direct contracts with employer groups, then ASH would provide notice to  
3 members describing ASH’s continuity of care policy, including a member’s right to  
4 completion of covered services, in the member’s plan documents, in a notice to new  
5 members, and in letters to members notifying them of their provider’s/practitioner’s  
6 terminations. Member notification letters will be sent at least 30 days before the effective  
7 date of a provider’s/practitioner’s termination.  
8

9 **ASH’s Process to Review Requests for Completion of Covered Services**

10 A member must contact ASH in writing or by telephone within 30 calendar days of  
11 enrollment or notification of a contracted provider’s/contracted practitioner’s termination  
12 to request continuation of care. However, ASH may make an exception to this rule for good  
13 cause.  
14

15 A member must provide the following information when contacting ASH to request  
16 continuation of care:

- 17 • Member name;
- 18 • Member ID number;
- 19 • Member contact information;
- 20 • Name and contact information of the provider/practitioner providing services to the  
21 Member;
- 22 • Date of onset of current condition;
- 23 • Description of current condition; and
- 24 • Date of anticipated release from care for current condition.  
25

26 ASH’s Appeals and Grievances (APG) department will manage continuity of care requests  
27 in conjunction with the Clinical Quality Evaluation (CQE) department. The telephone  
28 number and/or address for a member to request continuation of care is provided either in  
29 the member’s plan documents or in the notification the member received informing them  
30 of their provider’s/practitioner’s termination.  
31

32 The phone number to customer services is provided on the notification of the  
33 provider’s/practitioner’s termination. Upon contacting the Customer Service department,  
34 a Customer Service Agent obtains the necessary information from the member to complete  
35 the “ASH Clinical Services Continuity of Care Transition Form” and forwards the request  
36 to ASH’s APG department.  
37

38 ASH’s APG department will review each request to ensure that it is administratively  
39 eligible for continuation of care as outlined in this policy. APG will forward the “ASH  
40 Clinical Services Continuity of Care Transition Form” for all eligible requests to a member  
41 of the senior management team of the Clinical Services department for evaluation.

1 For acute conditions, serious chronic conditions, care of a newborn, pregnancy, terminal  
 2 illness and the performance of surgery or other procedures, the senior management team  
 3 member will review the request for continuity of care and apply the requirements as  
 4 outlined above (Section 1373.96). ASH will provide for the continuity of care coverage in  
 5 a timely manner appropriate for the nature of the member’s condition consistent with good  
 6 professional practice.

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 8 For other conditions outside of those listed above, the senior management team member  
 9 considers the potential clinical effect of the continuity of care request on a member’s  
 10 treatment and establishes a reasonable transition plan for each member on a case-by-case  
 11 basis. Such consideration may include communication with the member or the  
 12 provider/practitioner providing services to the member. If the senior management team  
 13 member determines that the request for continuity of care is not medically necessary, the  
 14 case is forwarded to an ASH medical physician for review. If the ASH medical physician  
 15 agrees with the determination, the determination is sent to the member in writing within 30  
 16 calendar days of the decision. The determination letter includes a clear and concise  
 17 explanation of the reason for the decision.

18  
 19 If the request is approved APG will send the approval to ASH’s Practitioner  
 20 Contracting/Communications department contacts the provider/practitioner to determine if  
 21 the provider/practitioner agrees to be subject to the same contractual terms that existed  
 22 prior to termination (See “Continuity of Care Providers/Practitioners” section of this policy  
 23 for a list of terms included). The provider/practitioner must sign a memorandum of  
 24 understanding (MOU) indicating his/her acceptance of the terms. Once an MOU is signed,  
 25 the member may access the provider/practitioner for the duration of the transition plan for  
 26 continuity of care. Reimbursement for covered services rendered during that period is  
 27 based on the contracted fee schedule and the determination of medical necessity by ASH’s  
 28 CQE department.

29  
 30 ASH evaluates and acts on continuity of care requests within a time frame that gives  
 31 reasonable consideration to the member’s clinical condition. Continuity of care  
 32 determinations are communicated to both the member and the provider/practitioner  
 33 providing services to the member.

### 34 35 **Non-Delegation Process**

36 In the event that ASH is not delegated for member services, the member shall contact the  
 37 health plan to request continuation of care.

### 38 39 **Block Transfer of Members**

40 ASH does not contract with practitioner groups or hospitals. Therefore, ASH does not need  
 41 to have a process for the block transfer of members from a terminated practitioner group  
 42 or hospital to a new practitioner group or hospital.