

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

3
4 **Date of Implementation:** **July 17, 2014**

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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 Coverage is provided for the completion of covered services for the following conditions:

- 15 • An acute condition, which is defined as a medical condition that involves a sudden
16 onset of symptoms due to an illness, injury, or other medical problem that requires
17 prompt medical attention and that has a limited duration. Completion of covered
18 services for an acute condition would be provided for the duration of the acute
19 condition, not to exceed 90 calendar days from the date the contracted
20 provider/contracted practitioner agreement terminates, or as applicable by state
21 law; or
- 22 • A serious chronic condition, which is defined as a medical condition due to a
23 disease, illness, or other medical problem or medical disorder that is serious in
24 nature and that persists without full cure or worsens over an extended period of
25 time or requires ongoing treatment to maintain remission or prevent deterioration.
26 Completion of covered services for a serious chronic condition would be provided
27 for a period of time necessary, not to exceed 12 months from the contract
28 termination date, to complete a course of treatment or to arrange for a safe transfer
29 to another practitioner; or
- 30 • A pregnancy¹, which is defined as the three trimesters of pregnancy and the
31 immediate postpartum period. Completion of covered services shall be provided
32 for the duration of the pregnancy.

¹ **Chiropractic Services** – Continuity of care for this condition is not applicable to Chiropractic Coverage as Chiropractic Covered Services are not appropriate for the treatment of a pregnancy.

Acupuncture Services – Continuity of care for this condition may have limited applicability to Acupuncture Coverage. While Acupuncture Covered Services are not required to directly treat pregnancy, *per se*, 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 this condition. For pregnancy, this would include a person who is receiving acupuncture services for the treatment of nausea associated with pregnancy.

- 1 • A terminal illness, which is defined as an incurable or irreversible condition that
2 has a high probability of causing death within one year or less. Completion of
3 covered services shall be provided for the duration of a terminal illness, which may
4 exceed 12 months from the contract termination date.
5
- 6 • The care of a newborn child between birth and age 36 months. Completion of
7 covered services shall not exceed 12 months from the contract termination date.
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9 ASH provides for continuity of care for the conditions referenced above only to the extent
10 such services are covered services.

11 **Continuity of Care Providers/Practitioners**

12 A Continuity of Care provider/practitioner (hereafter referred to as provider/practitioner)
13 is defined as a provider/practitioner who is no longer contracted with ASH or otherwise
14 permitted to provide in-network services to members and who at the time of relationship
15 termination is providing services to an ASH member.
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17
18 A member's ability to receive continuity of care in situations in which the
19 provider's/practitioner's contract with ASH has been terminated is contingent on the
20 following:

- 21 • The member remains responsible for any applicable co-payments, deductibles, or
22 other cost sharing components during the period of completion of covered services
23 as existed prior to the provider's/practitioner's contract termination;
- 24 • The provider/practitioner must not have been terminated due to quality of care
25 issues, board disciplinary actions, fraud, or other criminal activity;
- 26 • The provider/practitioner develops a reasonable transition plan for each member in
27 active treatment; and
- 28 • The provider/practitioner agrees in writing to be subject to the same contractual
29 terms that existed prior to termination, which includes agreeing to:
 - 30 ○ Continue the member's treatment for an appropriate period of time (based on
31 transition plan goals);
 - 32 ○ Share information regarding the treatment/services with ASH;
 - 33 ○ Continue to follow ASH's clinical services policies and procedures;
 - 34 ○ Not charge the member an amount beyond any required co-payment; and
 - 35 ○ Be subject to the same contractual terms and conditions that are imposed upon
36 contracted providers/contracted practitioners, including but not limited to the
37 compensation rates and methods of payment used by ASH for contracted
38 providers/contracted practitioners providing similar services who are not
39 capitated and who are practicing in the same or similar geographic area and
40 clinical services program, peer review, and quality assurance requirements.

1 **Non-Contracted Providers/Practitioners**

2 A newly enrolled member’s ability to receive continuity of care from their current non-
 3 contracted provider/practitioner for the above mentioned situations is contingent on
 4 whether the non-contracted provider/practitioner agrees in writing to (i) be subject to the
 5 same contractual terms and conditions that are imposed upon contracted
 6 providers/practitioners, including, but not limited to, the compensation rates and methods
 7 of payment, clinical services program, peer review, credentialing, and quality assurance
 8 requirements, used by ASH for contracted providers/practitioners; and (ii) develop a
 9 reasonable transition plan for each member in active treatment (not to exceed 180 days).

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

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

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

18
 19 A member must contact ASH in writing or by telephone within 30 calendar days of
 20 enrollment or notification of a contracted provider’s/contracted practitioner’s termination
 21 to request continuation of care. However, ASH may make an exception to this rule for good
 22 cause.
 23

24
 25 A member must provide the following information when contacting ASH to request
 26 continuation of care:

- 27 • Member name;
- 28 • Member ID number;
- 29 • Member contact information;
- 30 • Name and contact information of the provider/practitioner providing services to the
 31 Member;
- 32 • Date of onset of current condition;
- 33 • Description of current condition; and
- 34 • Date of anticipated release from care for current condition.

35
 36 ASH’s Appeals and Grievances (APG) department will manage continuity of care requests
 37 in conjunction with the Clinical Quality Evaluation (CQE) department. The telephone
 38 number and/or address for a member to request continuation of care is provided either in
 39 the member’s plan documents or in the notification the member received informing them
 40 of their provider’s/practitioner’s termination.

1 The phone number to customer services is provided on the notification of the
2 provider's/practitioner's termination. Upon contacting the Customer Service department,
3 a Customer Service Agent obtains the necessary information from the member to complete
4 the "ASH Clinical Services Continuity of Care Transition Form" and forwards the request
5 to ASH's APG department.

6
7 ASH's APG department will review each request to ensure that it is administratively
8 eligible for continuation of care as outlined in this policy. APG will forward the "ASH
9 Clinical Services Continuity of Care Transition Form" for all eligible requests to a member
10 of the senior management team of the Clinical Services department for evaluation. The
11 senior management team member considers the potential clinical effect of the continuity
12 of care request on a member's treatment and establishes a reasonable transition plan for
13 each member on a case-by-case basis. Such consideration may include communication
14 with the member or the provider/practitioner providing services to the member. The
15 reviewing clinician will return their decision to APG.

16
17 If the request is approved APG will send the approval to ASH's Practitioner
18 Contracting/Communications department contacts the provider/practitioner to determine if
19 the provider/practitioner agrees to be subject to the same contractual terms that existed
20 prior to termination (See "Continuity of Care Providers/Practitioners" section of this policy
21 for a list of terms included). The provider/practitioner must sign a memorandum of
22 understanding (MOU) indicating his/her acceptance of the terms. Once an MOU is signed,
23 the member may access the provider/practitioner for the duration of the transition plan for
24 continuity of care. Reimbursement for covered services rendered during that period is
25 based on the contracted fee schedule and the determination of medical necessity by ASH's
26 CQE department.

27
28 ASH evaluates and acts on continuity of care requests within a time frame that gives
29 reasonable consideration to the member's clinical condition. Continuity of care
30 determinations are communicated to both the member and the provider/practitioner
31 providing services to the member.

32 **Block Transfer of Members**

33
34 ASH does not contract with provider groups or hospitals. Therefore, ASH does not need
35 or have a process for the block transfer of members from a terminated provider group or
36 hospital to a new provider group or hospital.

37 **Non-Delegation Process**

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