

1 **Policy:** **Continuity of Care and Transition of Care – California**
2 **- Department of 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. Supporting the continuity and
11 transition of services between providers is an important aspect of providing quality
12 services. To support clarity of process, ASH identifies two separate and distinctly different
13 types of continuity of care support for a member. To better define and distinguish between
14 the two, they are described below:

15
16 **Definitions:**

17 ***Continuity of Care Program*** – Continuity of Care support is implemented when a patient
18 is receiving care from an ASH contracted provider/practitioner and for some reason the
19 provider/practitioner is no longer contracted with ASH or otherwise unable to provide in-
20 network services to the patient. Under this continuity of care program, ASH permits
21 continuation of care for a period of time that allows for reasonable completion of covered
22 services for an episode of care requiring ongoing support from a current provider (further
23 referenced in this policy as a Continuity of Care Program).

24
25 ***Transition of Care Program*** – Transition of Care support, referenced as a transition of
26 care program, is implemented to support a member who is either new to the health plan or
27 transitioning to a new plan from a prior health plan. This type of continuity of care program
28 (further referenced in this policy as a Transition of Care Programs) is managed by the
29 health plan. ASH will support the health plan on a case-by-case basis as they onboard their
30 new member and intake the authorization from the other source. If ASH receives a claim
31 from an ASH contracted practitioner for services previously approved under the previously
32 approved plan of care, ASH will forward to the health plan for review and adjudication.

33
34 **CONTINUITY OF CARE POLICIES**

35 **1. Completion of Covered Services under a Continuity of Care Program**

36 California Continuity of Care law requires coverage be provided for the completion of
37 covered services for the following conditions:

- 38 • An acute condition, which is defined as a medical condition that involves a sudden
39 onset of symptoms due to an illness, injury, or other medical problem that requires
40 prompt medical attention and that has a limited duration. Completion of covered
41 services for an acute condition would be provided for the duration of the acute
42 condition; or

- 1 • A serious chronic condition, which is defined as a medical condition due to a
 2 disease, illness, or other medical problem or medical disorder that is serious in
 3 nature and that persists without full cure or worsens over an extended period of
 4 time or requires ongoing treatment to maintain remission or prevent deterioration.
 5 Completion of covered services for a serious chronic condition would be provided
 6 for a period of time necessary to complete a course of treatment or to arrange for a
 7 safe transfer to another provider/practitioner. In no event shall the completion of
 8 covered services for a serious chronic condition exceed 12 months from the
 9 termination of a provider contract or 12 months from the effective date of coverage
 10 for a newly covered member; or
- 11 • The care of a newborn child between birth and age 36 months. Completion of
 12 covered services for a newborn child between birth and age 36 months shall not
 13 exceed 12 months from the contract termination date or 12 months from the
 14 effective date of coverage for a newly covered member; or
- 15 • A pregnancy¹, which is defined as the three trimesters of pregnancy and the
 16 immediate postpartum period. Completion of covered services shall be provided
 17 for the duration of the pregnancy.
- 18 • A terminal illness¹, which is defined as an incurable or irreversible condition that
 19 has a high probability of causing death within one year or less. Completion of
 20 covered services shall be provided for the duration of a terminal illness which may
 21 exceed 12 months from the contract termination date of 12 months from the
 22 effective date of coverage for a new member; or
- 23 • A performance of a surgery or other procedure, that is authorized by ASH as part
 24 of a documented course of treatment and has been recommended and documented
 25 by the provider/practitioner to occur within 180 days of the contract’s termination
 26 date or within 180 days of the effective date of coverage for a newly covered
 27 member.

¹ **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 ASH provides for continuity of care for the conditions referenced above only to the extent
2 such services are covered services.

3 4 **2. Continuity of Care Providers/Practitioners**

5 A Continuity of Care provider/practitioner (hereafter referred to as provider/practitioner)
6 is defined as a provider/practitioner who (i) is no longer contracted with ASH or otherwise
7 permitted to provide in-network services to members and (ii) who at the time of the
8 provider's/practitioner's termination is actively providing services to an ASH member.

9
10 A member's ability to receive ongoing treatment from a Continuity of Care Program in
11 situations in which the provider's/practitioner's contract with ASH has been terminated is
12 contingent on the following:

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

34
35 A newly enrolled member's ability to receive continuity of care from their current non-
36 contracted provider/practitioner is contingent on the following:

- 37 • The member remains responsible for any applicable co-payments, deductibles, or
38 other cost sharing components during the completion of covered services under
39 continuity of care. The amounts of any such payments are the same as would be
40 paid by a member receiving care from a contracted provider/practitioner.
- 41 • The provider/practitioner develops a reasonable transition plan for each member in
42 active treatment.

- 1 • The non-contracted provider/practitioner agrees in writing to be subject to the same
2 contractual terms and conditions that are imposed upon contracted
3 providers/practitioners, including but not limited to the compensation rates and
4 methods of payment used by ASH for contracted providers/practitioners providing
5 similar services who are not capitated and who are practicing in the same or similar
6 geographic area and clinical services program, peer review, and quality assurance
7 requirements.
8

9 While at this time ASH is not authorized to offer individual subscriber contracts, should
10 ASH seek the ability to offer such contracts, the rights to continuity of care for the
11 completion of covered services does not extend to a newly covered member under an
12 individual subscriber agreement who is undergoing a course of treatment on the effective
13 date of coverage.
14

15 **3. Notice to Members Regarding Continuity of Care Rights**

16 If ASH has direct contracts with employer groups, then ASH would provide notice to
17 members describing ASH's continuity of care policy, including a member's right to
18 completion of covered services, in the member's plan documents, in a notice to new
19 members, and in letters to members notifying them of their provider's/practitioner's
20 terminations. Member notification letters will be sent at least 30 days before the effective
21 date of a provider's/practitioner's termination.
22

23 **4. ASH's Process to Review Requests for Completion of Covered Services** 24 **Under a Continuity of Care Request**

25 A member must contact ASH in writing or by telephone within 30 calendar days of
26 enrollment or notification of a contracted provider's/contracted practitioner's termination
27 to request continuation of care. However, ASH may make an exception to this rule for good
28 cause.
29

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

- 32 • Member name;
33 • Member ID number;
34 • Member contact information;
35 • Name and contact information of the provider/practitioner providing services to the
36 Member;
37 • Date of onset of current condition;
38 • Description of current condition; and
39 • Date of anticipated release from care for current condition.
40

41 ASH's Appeals and Grievances (APG) department will manage continuity of care requests
42 in conjunction with the Clinical Quality Evaluation (CQE) department. The telephone

1 number and/or address for a member to request continuation of care is provided either in
2 the member’s plan documents or in the notification the member received informing them
3 of their provider’s/practitioner’s termination.

4
5 The phone number to customer services is provided on the notification of the
6 provider’s/practitioner’s termination. Upon contacting the Customer Service department,
7 a Customer Service Agent obtains the necessary information from the member to complete
8 the “ASH Clinical Services Continuity of Care Transition Form” and forwards the request
9 to ASH’s APG department.

10
11 ASH’s APG department will review each continuity of care request to ensure that it is
12 administratively eligible for continuation of care as outlined in this policy. APG will
13 forward the “ASH Clinical Services Continuity of Care Transition Form” for all eligible
14 continuity of care requests to a member of the senior management team of the Clinical
15 Services department for evaluation.

16
17 For acute conditions, serious chronic conditions, care of a newborn, pregnancy, terminal
18 illness and the performance of surgery or other procedures, the senior management team
19 member will review the request for continuity of care and apply the requirements as
20 outlined above (Section 1373.96). ASH will provide for the continuity of care coverage in
21 a timely manner appropriate for the nature of the member’s condition consistent with good
22 professional practice.

23
24 For other conditions outside of those listed above, the senior management team member
25 considers the potential clinical effect of the continuity of care request on a member’s
26 treatment and establishes a reasonable transition plan for each member on a case-by-case
27 basis. Such consideration may include communication with the member or the
28 provider/practitioner providing services to the member. If the senior management team
29 member determines that the request for continuity of care is not medically necessary, the
30 case is forwarded to an ASH medical physician for review. If the ASH medical physician
31 agrees with the determination, the determination is sent to the member in writing within 30
32 calendar days of the decision. The determination letter includes a clear and concise
33 explanation of the reason for the decision.

34
35 If the request is approved APG will send the approval to ASH’s Practitioner
36 Contracting/Communications department who will contact the provider/practitioner to
37 determine if the provider/practitioner agrees to be subject to the same contractual terms
38 that existed prior to termination (See “Continuity of Care Providers/Practitioners” section
39 of this policy for a list of terms included). The provider/practitioner must sign a
40 memorandum of understanding (MOU) indicating his/her acceptance of the terms. Once
41 an MOU is signed, the member may access the provider/practitioner for the duration of the
42 transition plan for continuity of care. Reimbursement for covered services rendered during

1 that period is based on the contracted fee schedule and the determination of medical
2 necessity by ASH’s CQE department.

3
4 ASH evaluates and acts on continuity of care requests within a time frame that gives
5 reasonable consideration to the member’s clinical condition. Continuity of care
6 determinations are communicated to both the member and the provider/practitioner
7 providing services to the member.

8 9 **TRANSITION OF CARE PROGRAMS**

10 The ASH Transition of Care process supports the health plan as they support their new
11 members. The Transition of Care Program is implemented when a member is either new
12 to the health plan or transitioning from one plan to a new health plan and the member has
13 a previously approved plan of care that extends from the prior health plan to the coverage
14 obligations of the new plan. A member may have coverage for services by ASH
15 providers/practitioners through the contract and delegation between ASH and the health
16 plan. ASH will support the health plan’s process to ensure effective transition for an active
17 treatment plan. If ASH receives a claim from an ASH contracted provider/contracted
18 practitioner for services previously approved under the previously approved plan of care,
19 ASH will forward to the client health plan for review and adjudication.

20
21 Transition of Care Programs are implemented by ASH health plan clients and are supported
22 by ASH. ASH relies on its health plan clients to notify ASH if the ASH health plan client
23 has implemented a Transition of Care plan of care.

24 25 **Non-Delegation Process**

26 In the event that ASH is not delegated for member services, the member shall contact the
27 health plan to request continuation or transition of care. If the member or
28 provider/practitioner were to contact ASH regarding continuity of care or transition of care
29 support. ASH will support the member with assistance and contact information to their
30 health plan.

31 32 **Block Transfer of Members**

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