

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

3  
4 **Date of Implementation:** **March 30, 2004**

5  
6 **Product:** **Specialty**  
7

---

8  
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  
36 **1. Completion of Covered Services under a Continuity of Care Program**

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

- 39 • An acute condition, which is defined as a medical condition that involves a  
40 sudden onset of symptoms due to an illness, injury, or other medical problem  
41 that requires prompt medical attention and that has a limited duration.

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

---

<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 contract’s termination date or within 180 days of the effective date of coverage  
2 for a newly covered member.

3  
4 ASH provides for continuity of care for the conditions referenced above only to  
5 the extent such services are covered services.  
6

7 **2. Continuity of Care Providers/Practitioners**

8 A Continuity of Care provider/practitioner (hereafter referred to as  
9 provider/practitioner) is defined as a provider/practitioner who is (i) no longer  
10 contracted with ASH or otherwise permitted to provide in-network services to  
11 members and (ii) who at the time of the provider’s/practitioner’s termination is  
12 actively providing services to an ASH member.  
13

14 A member’s ability to receive ongoing treatment from a Continuity of Care  
15 Program in situations in which the provider’s/practitioner’s contract with ASH has  
16 been terminated is contingent on the following:

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

38 A newly enrolled member’s ability to receive continuity of care from their current  
39 non-contracted provider/practitioner is contingent on the following:

- 40 • The member remains responsible for any applicable co-payments, deductibles,  
41 or other cost sharing components during the completion of covered services  
42 under continuity of care. The amounts of any such payments are the same as

1 would be paid by a member receiving care from a contracted  
2 provider/practitioner.

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

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

### 18 19 **3. Notice to Members Regarding Continuity of Care Rights**

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

### 26 27 **4. The ASH Process to Review Requests for Completion of Covered Services 28 Under a Continuity of Care Request**

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

33  
34 A member must provide the following information when contacting ASH to request  
35 continuation of care:

- 36 • Member name;
- 37 • Member ID number;
- 38 • Member contact information;
- 39 • Name and contact information of the provider/practitioner providing services to the  
40 Member;
- 41 • Date of onset of current condition;

- Description of current condition; and
- Date of anticipated release from care for current condition.

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

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

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

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

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

If the request is approved APG will send the approval to ASH’s Practitioner Contracting/Communications department who will contact the provider/practitioner to determine if the provider/practitioner agrees to be subject to the same contractual terms

1 that existed prior to termination (See “Continuity of Care Providers/Practitioners” section  
 2 of this policy for a list of terms included). The provider/practitioner must sign a  
 3 memorandum of understanding (MOU) indicating his/her acceptance of the terms. Once  
 4 an MOU is signed, the member may access the provider/practitioner for the duration of the  
 5 transition plan for continuity of care. Reimbursement for covered services rendered during  
 6 that period is based on the contracted fee schedule and the determination of medical  
 7 necessity by ASH’s CQE department.

8  
 9 ASH evaluates and acts on continuity of care requests within a time frame that gives  
 10 reasonable consideration to the member’s clinical condition. Continuity of care  
 11 determinations are communicated to both the member and the provider/practitioner  
 12 providing services to the member.

### 13 14 **TRANSITION OF CARE PROGRAMS**

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

25  
 26 Transition of Care Programs are implemented by ASH health plan clients and are supported  
 27 by ASH. ASH relies on its health plan clients to notify ASH if the ASH health plan client  
 28 has implemented a Transition of Care plan of care.

### 29 30 **Non-Delegation Process**

31 In the event that ASH is not delegated for member services, the member shall contact the  
 32 health plan to request continuation or transition of care. If the member or  
 33 provider/practitioner were to contact ASH regarding continuity of care or transition of care  
 34 support. ASH will support the member with assistance and contact information to their  
 35 health plan.

### 36 37 **Block Transfer of Members**

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