



*Policy Template Version 17.01.24*

<p><b>DEPARTMENT/FUNCTIONAL AREA:</b> UHN, Optum BH, PH</p>	<p><b>LOCAL HEALTH PLAN:</b> UnitedHealthcare Community Plan (UHCP) of North Carolina (NC)</p>
<p><b>TITLE:</b> GOOD FAITH PROVIDER CONTRACTING POLICY</p>	<p><b>LINE OF BUSINESS:</b> Medicaid</p>
<p><b>EFFECTIVE DATE:</b> 05/01/2019</p>	<p><b>POLICY NUMBER:</b> TBD</p>
<p><b>LATEST REVISION:</b> 04/22/2020</p>	<p><b>POLICY OWNER:</b> UHN C&amp;S Director of Network</p>

**I. SCOPE:**

All UnitedHealth Group national and local provider contracting entities who are contracting on behalf of UnitedHealthcare Community Plan of North Carolina (collectively “United”). This Policy applies to all UnitedHealthcare Affiliates

**II. PURPOSE:**

This Policy outlines the requirements to establish a Good Faith Effort to contract with Providers as required and outlined by the North Carolina Department of Health and Human Services (“NCDHHS”) when: 1) a request is received from a Provider to participate in United’s North Carolina Medicaid and CHIP Benefit Plans (“Medicaid Network”); or 2) when United actively recruits a Provider to participate in the Medicaid Network.

**III. POLICY:**

United will make a Good Faith Effort to contract with Essential Providers and any willing Provider that desires to participate in the Medicaid Network in writing. The frequency and number of Good Faith Effort contracting attempts made by United to contract with Providers will be documented and tracked by the applicable United contracting team.

United will not require individual practitioners, as a condition of contracting with United, to agree to participate or accept other products offered by United nor shall United automatically enroll the provider in any other product offered by United. This requirement will not apply to facility providers.

All offers shall include the standard provisions for provider contracts found in the North Carolina Department of Health and Human Services State contract (the “Contract”) with United

United, or United’s subcontractor to the extent that the subcontractor is delegated responsibility by United for coverage of services and payment of claims under the Contract, will not include exclusivity or noncompete provisions in contracts with providers, including non-medical service providers (e.g. nonemergency medical transportation drivers), require a provider to participate in the governance of a PLE, or otherwise prohibit a provider from providing services for or contracting with any other PHP.

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#### IV. DEFINITIONS:

- A. **“Essential Providers”** means a Provider that either offers services that are not available from any other Provider within a reasonable access standard or provides a substantial share of the total units of a particular service utilized by Medicaid and NC Health Choice recipients within the region during the last three years, and the combined capacity of other service providers in the region is insufficient to meet the total needs of the NCDHHS Medicaid and NC Health Choice enrollees. For purposes of this definition, physicians and other practitioners are not Essential Providers. At a minimum, the following providers are designated by NCDHHS as Essential Providers: 1) Federally qualified health centers; 2) Rural health centers; 3) Free clinics; and 4) Local health departments.
- B. **“Good Faith Effort”** means United engaged in a good faith effort to contract with a provider of healthcare services but the provider refused.
- C. **“Provider”** means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is legally authorized to do so by the State in which it delivers the services.

#### V. PROCEDURE:

- 1) **Contract Offers to Participate in United Medicaid Network:**
  - A. *Essential Providers:* United will offer contracts to all Providers designated as Essential Providers and all applicable Providers necessary to meet access and adequacy requirements as outlined by the NCDHHS Medicaid Managed Care program
  - B. *Any Willing Providers:* United will offer contracts to any Provider, enrolled as a provider in the NCDHHS Managed Medicaid Program, that contacts United seeking to participate in United’s Medicaid Network, regardless of Provider or PHP affiliation. Provider must accept United’s offer.
  - C. *Contract Offers:* All contract offers will reflect North Carolina’s Medicaid Managed Care contract term requirements and include rates that align with the North Carolina’s Medicaid Managed Care Fee-for-Service reimbursement methods and rate floors.
- 2) **Provider Refuses or Fails to Respond to United’s Contract Offer:**

If a Provider refuses United’s Good Faith Effort contract offer, United may determine that Provider has refused United’s Good Faith Effort to contract for participation in United’s Medicaid Network and deem Provider as out of network. United will consider all factors and circumstances surrounding a provider’s willingness to contract prior to making the determination that the provider has refused United Good Faith Effort to contract. For purposes of this paragraph, a Provider’s refusal of United’s Good Faith Effort to contract includes, but is not limited to when: 1) Provider notifies United that Provider does not or no longer desire to participate in the Medicaid Network following United’s Good Faith Effort to contract offer; 2) Provider does not accept the terms and rates of United’s Good Faith Effort contract offer; and 3) Provider has failed to respond within 30 days of receiving United’s Good Faith Effort contract offer, or if contract negotiation are ongoing, Provider has failed to respond to United’s last proposal. Note: the 30day period only begins when the provider has received a version of the contract that is consistent with the contract that was approved by the Department.

3) **Contract Rates for Providers Deemed Not Participating in United’s Medicaid Network:** United may deem a Provider that has refused/rejected United’s Good Faith Effort to contract as out of network for the Medicaid Network. Providers deemed out of network for the Medicaid Network will be reimbursed at no more than 90 percent of the Medicaid Fee for-Service rate unless otherwise required or determined by the NCDHHS. Additional exceptions to out of network reimbursement are emergency services, post-stabilization services and services provided during transitions in coverage.

4) **Documentation of Good Faith Effort to Contract:** United will document all Good Faith Efforts to contract with Providers and will utilize the North Carolina Provider Database to monitor all provider contract offers, communications, and contract discussions. United will make 2 formal written attempts to contact Providers regarding any Good Faith Effort contracting offers that have not been responded to prior to deeming Provider as out of network. United may also attempt to contact Provider by phone prior to or after sending formal written notices. Any attempts to contact Provider by phone will also be documented in accordance with this paragraph.

United’s formal attempts to contact with Provider will occur as follows:

- 1) **1<sup>st</sup> Notice:** United may send a reminder notice to Provider if United has not received a response at least 7 days following Provider’s receipt of United Good Faith Offer. Additionally, if applicable, United may also send a reminder notice to Provider if Provider has failed to respond at least 7 days following to United’s last contract proposal.
- 2) **2<sup>nd</sup> Notice:** United may send a 2<sup>nd</sup> Reminder notice to Provider if United has not received a response at least 14 days following Provider’s receipt of United Good Faith Offer. Additionally, if applicable, United may also send a 2<sup>nd</sup> reminder notice to Provider if Provider has failed to respond at least 14 days following United’s last contract proposal.
- 3) **3<sup>rd</sup> Notice:** United may send a 3<sup>rd</sup> Reminder notice to Provider if United has not received a response at least 21 days following Provider’s receipt of United Good Faith Offer. Additionally, if applicable, United may also send a 3<sup>rd</sup> reminder notice to Provider if Provider has failed to respond at least 21 days following United’s last contract proposal.
- 4) **Final Notice.** United will send notice deeming Provider as out of Network if United has not received a response within 30 days following Provider’s receipt of United Good Faith Offer. Additionally, if applicable, United may also send notice deeming Provider out of network if Provider has failed to respond within 30 days following United’s last contract proposal.

Good Faith Effort Letters are attached and incorporated into this Policy.

**ATTACHMENTS:**

<b>Attachment</b>	<b>Description of Attachment</b>
1 <sup>st</sup> Notice	<b>Reminder Notice</b>
2 <sup>nd</sup> Notice	<b>Action Required – Second Request: Signed Medicaid Amendment Needed to Participate in the UnitedHealthcare North Carolina Medicaid Network</b>
3 <sup>rd</sup> Notice	<b>Action Required – Third Request for Signed Medicaid Amendment to Participate in the UnitedHealthcare North Carolina Medicaid Network</b>
Final Notice	<b>Non-Participating Provider with UnitedHealthcare Community Plan North Carolina Medicaid Network</b>

**VI. REFERENCES and AUTHORITIES:**

- NCDHHS, Provider Rate Floor and Reimbursement Scenarios for North Carolina PHPs, May 31, 2018
- North Carolina, Session Law 2015-245, House Bill 372.

**VII. APPROVED BY:**

<b>Approver Name:</b>	NC DHHS – Jean Holliday, Spencer Garland
<b>Approver Title:</b>	Plan Admin Team
<b>Signature:</b>	
<b>Approval Date:</b>	05/12/2020

**VIII. REVIEW/UPDATE HISTORY:**

<b>Effective Date of Change</b>	<b>Overview of Change from Prior Version</b>	<b>Change Made By</b>
04/22/2020	Removed all references to “United’s Quality Standards”	S. Argento