

## PATHWAYS CMH

<b>POLICY TITLE:</b> Out of Network Providers	<b>CATEGORY:</b> Contract Provider Management	
<b>EFFECTIVE DATE:</b> 10/07/16	<b>BOARD APPROVAL DATE:</b> 10/05/16	
<b>REVIEWED DATE:</b> 08/15/18	<b>REVISION(S) TO POLICY STATEMENT:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>OTHER REVISION(S):</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>RESPONSIBLE PARTY:</b> Compliance Manager	<b>CEO APPROVAL:</b> Mary Swift, CEO	

### **APPLIES TO**

Pathways Employees  
Pathways Contract Providers

### **POLICY**

It is the policy of Pathways to coordinate with out of network providers in a timely manner. When a covered medically necessary urgent, emergent or non-emergent service is unavailable from in-network providers, a single case agreement or contract will be secured. Pathways will coordinate with out-of-network providers with respect to payment and ensure that the cost to the enrollee is no greater than it would be if the service(s) was furnished within the network.

### **PURPOSE**

To ensure all consumers receive medically necessary services when providers are not available in network.

### **DEFINITIONS**

1. ***Emergent Situation*** - means a situation in which an individual is experiencing a serious mental illness or a developmental disability, or a minor is experiencing a serious emotional disturbance, and 1 of the following applies:
  - a. The individual can reasonably be expected within the near future to physically injure him/herself, or another individual, either intentionally or unintentionally.
  - b. The individual is unable to provide himself/herself food, clothing, or shelter or to attend to basic physical activities such as eating, toileting, bathing, grooming, dressing, or ambulating, and this inability may lead in the near future to harm to the individual or to another individual.
  - c. The individual's judgment is so impaired that he or she is unable to understand the need for treatment and, in the opinion of the mental health professional, his or her continued behavior as a result of the mental illness, developmental disability, or emotional disturbance can reasonably be expected in the near future to result in physical harm to the individual or to another individual.
  
2. ***Out-of-Network*** - means a contract provider not on the PIHP provider panel.

3. ***Urgent Situation*** - means a situation in which an individual is determined to be at risk of experiencing an emergency situation in the near future if he or she does not receive care, treatment, or support services.

**REFERENCES**

- 42 CFR 438.206(b)(4)
- MDHHS/PIHP contract Section 4.10
- Michigan Mental Health Code, P.A. 258 330.1100a and 1100d
- URAC Standards
- Pathways Contract Provider Manual

**HISTORY:**

Dates Reviewed: New Policy 10/5/16; 09/08/17; 08/15/18

Dates Revised: 07/19/16

Dates Approved: 10/05/16

## **PROCEDURES**

1. Pathways will coordinate with out of network providers directly for individuals with SMI, SED, and/or I/DD. The out of network provider must have appropriate licensure, credentials, and enrollment. Terms of service provision and rate will be established by Pathways through negotiation with the provider. Providers will be educated about completion of continuing stay reviews, documentation, authorizations and claims submission which must be completed in a manner consistent with in-network providers.
  - A. Pathways Chief Executive Officer (CEO), or designee, will be notified of the need for an out of network provider through the person centered planning process. Pathways CEO, or designee, will secure a single case agreement or contract. Terms of service provision and rate will be established by Pathways.
  - B. When a single case agreement is necessary for a psychiatric inpatient admission, Pathways will notify NorthCare Network, who will then secure a single case agreement or contract. Terms of service provision and rate will be established by NorthCare Network.
2. Authorizations/Claims
  - A. Authorizations and Claims will be handled according to the terms of the single case agreement or contract. In general:
    1. Claims will be paid within 30 days of receipt of a “clean” claim.
    2. Pathways may deny claims for services provided without prior authorization or notification by the provider within two (2) business days of providing an emergent service.