



Texas Department of Insurance

HMO Division, Mail Code 103-6A
333 Guadalupe • P. O. Box 149104, Austin, Texas 78714-9104
512-322-4266 telephone • 490-1013 fax • www.tdi.state.tx.us

HMO-PHYSICIAN/PROVIDER CONTRACT CHECKLIST

Although every effort has been made to ensure the accuracy and completeness of the information contained in this document, the reader is advised to consult the Texas Insurance Code, Title 28 of the Texas Administrative Code and other applicable laws relating to HMOs, to determine the applicability and the full extent and nature of all the requirements listed in this document.

All dealings with the Texas Department of Insurance are governed and controlled solely by the Texas Insurance Code, Title 28 of the Texas Administrative Code and/or other applicable laws, and not by this document.

Texas Insurance Code (TIC) and Texas Administrative Code (TAC) Requirements for HMO Physician and Provider Contracts**	
HMO must file a copy of the form of any new contract or subcontracts or any substantive changes to previously filed copies of forms of all contracts between the HMO and any physicians or other providers	28 TAC §11.301(5)(G)
PHYSICIAN-DEFINED	
<ul style="list-style-type: none"> • Individual licensed to practice medicine • Medical school or medical and dental unit, as described by Section 61.003, 61.501, or 74.601, Education Code, that employs or contracts with physicians to teach or provide medical services or employs physicians and contracts with physicians in a practice plan • Nonprofit health corporation certified under Chapter 162, Texas Occupations Code • Person <i>wholly owned</i> by a physician • Professional Association organized under the Texas Professional Association Act (Article 1528f, Vernon's Texas Civil Statutes) 	§843.002(22)

HEALTH CARE PROVIDER (OTHER THAN A PHYSICIAN)	
<ul style="list-style-type: none"> • Acupuncturist • Advanced Practice Nurse • Approved Nonprofit Health Corporation (ANHC) • Chiropractor • HMO as Provider • Hospital • Institution, organization or person that is <i>licensed or otherwise authorized</i> to provide a health care service • Nurse First Assistant • Optometrist • Person who is wholly owned or controlled by a provider or by a group of providers who are licensed to provide the same health care service • Person who is wholly owned or controlled by one or more hospitals and physicians, including a physician-hospital organization • Pharmacist/Pharmacy • Physician Assistant • Podiatrist • Registered Nurse • Registered Optician • Therapeutic Optometrist 	<ul style="list-style-type: none"> • §843.002(24) • §843.312 • Chapter 844 • §843.3045 • §843.101 • 28 TAC §11.1604
CERTIFICATE OF AUTHORITY	
Applicability to Physicians and Providers	<ul style="list-style-type: none"> • §843.073 • §843.101 • §843.318
PHYSICIAN & PROVIDER CONTRACTS-REQUIRED PROVISIONS	
<input type="checkbox"/> Batched Claims-If requested, HMO must include a provision in contract that HMO clearinghouse may not refuse to process or pay an electronically submitted clean claim because the claim is submitted together with or in a batch submission with a claim that is not a clean claim	§843.323
<input type="checkbox"/> Capitation-Requirements related to Payment of Capitation (where applicable)	<ul style="list-style-type: none"> • §§843.315-316 • 28 TAC §11.901(9)
<input type="checkbox"/> Complaints-Posting of Notice in Physician/Provider Office-HMO must require the physician or provider to post, in physician or provider's office, a notice to enrollees on the process for resolving complaints with the HMO and include the TDI's toll-free telephone number for filing a complaint	<ul style="list-style-type: none"> • §843.283 • 28 TAC §11.901(6)
<input type="checkbox"/> Continuity of Treatment for an enrollee who has a special circumstance (where applicable). "Special circumstance" means a condition regarding which a treating physician or provider reasonably believes that discontinuing care could cause harm to an enrollee who is a patient (i.e. disability, acute condition, life-threatening illness, or who is past the 24th week of pregnancy)	<ul style="list-style-type: none"> • §843.309 • §843.362 • 28 TAC § 11.901(4)
<input type="checkbox"/> Emergency Services-HMO must pay for emergency services	<ul style="list-style-type: none"> • §843.002(7) • 28 TAC §11.506(10)

<input type="checkbox"/> Fee Schedules and Coding Procedures- Disclosure of Certain Information	<ul style="list-style-type: none"> • §843.319¹ • 28 TAC §11.901(11)
<input type="checkbox"/> Hold-Harmless Provision-A contract or other agreement between an HMO and a physician or provider must specify that the physician or provider will hold an enrollee harmless for payment of the cost of covered health care services if the HMO does not pay the physician or provider for those services	<ul style="list-style-type: none"> • §843.361 • 28 TAC §11.901(1)
<input type="checkbox"/> Indemnification of HMO-A contract between an HMO and a physician or provider may not contain a clause purporting to indemnify the HMO for any liability in tort resulting from an act or omission of the HMO	<ul style="list-style-type: none"> • §843.310 • 28 TAC §11.901(7)
<input type="checkbox"/> PCP-Selection of Primary Physician or Provider (if applicable)	<ul style="list-style-type: none"> • §843.315 • 28 TAC §11.901(10)
<input type="checkbox"/> Podiatrist-Requirements for Contract with Podiatrist	<ul style="list-style-type: none"> • §843.311 • 28 TAC §11.901(12)
<input type="checkbox"/> Prompt Payment of Claims & Submission of Clean Claims	<ul style="list-style-type: none"> • Chapter 843, Subchapter J • 28 TAC §11.901(8) • 28 TAC Chapter 21, Subchapter T
<input type="checkbox"/> Retaliatory Action-An HMO shall not take retaliatory action against enrollees and physicians or providers for filings complaints or for appealing complaints	<ul style="list-style-type: none"> • §843.281 • 28 TAC §11.901(2)
<input type="checkbox"/> Termination of Physicians & Providers- Requirements relating to termination of physicians and providers, including notice to Enrollees regarding the termination	<ul style="list-style-type: none"> • §§843.306 to 843.309 & 843.362 • 28 TAC §11.901(4)
<input type="checkbox"/> Waiver of Electronic Claims-HMO contract must include a waiver provision for any requirement for electronic transactions	<ul style="list-style-type: none"> • Article 21.52Z, §2A • 28 TAC §21.3701 • 28 TAC §11.901(13)
HMO RELATIONS WITH PROVIDER & PHYSICIAN	
<input type="checkbox"/> Acupuncturist-HMO that covers acupuncture may not refuse to provide reimbursement for the performance of a covered acupuncture service solely because the service is performed by an acupuncturist	§843.3041
<input type="checkbox"/> Enrollee Eligibility And Payment Status-Upon request, HMO must provide enrollee information telephonically, electronically, or by an Internet website portal; fee for accessing information prohibited (not applicable to a single-service HMO)	Chapter 1274
<input type="checkbox"/> Equal Health Care For Women-Equal Reimbursement Required	Chapter 1454
<input type="checkbox"/> Exclusion of Provider-Exclusion based on type of license is prohibited	§843.304
<input type="checkbox"/> Financial Incentive-An HMO may not use a financial incentive or make a payment to a physician or provider if the incentive or payment	§843.314

¹ Chapter 843 contains two (2) §843.319

acts directly or indirectly as an inducement to limit medically necessary services	
<input type="checkbox"/> “Gag Clauses”-HMO may not limit Physician and Provider Communication with enrollees	<ul style="list-style-type: none"> • §843.363 • 28 TAC §11.903
<input type="checkbox"/> Hospitalist-A contract between an HMO and a physician may not require the physician to use a hospitalist for a hospitalized patient	§843.320
<input type="checkbox"/> Network Participation-Opportunity to Participate in Network	<ul style="list-style-type: none"> • §§843.302-305 • 28 TAC §11.1402
<input type="checkbox"/> Nurse First Assistant-HMO may not require a physician to use the services of a nurse first assistant	Texas Occupations Code §301.1525(c)
<input type="checkbox"/> Pharmacist Contract-Immunization and Vaccination Protocols	<ul style="list-style-type: none"> • 28 TAC §11.904(b) • Texas Occupations Code, Chapter 551 (Texas Pharmacy Act)
<input type="checkbox"/> Podiatrist-HMO may not deny a contract to a Texas-licensed podiatrist who joins the professional practice of a contracted physician or provider and who satisfies the HMO’s qualification and credentialing requirements	<ul style="list-style-type: none"> • §843.303(c) • §843.319
<input type="checkbox"/> Surgical Assistant-HMO may not limit the way in which a licensed surgical assistant may be reimbursed for services. The HMO must allow a licensed surgical assistant to directly bill the HMO for covered services provided by the surgical assistant	Texas Occupations Code §206.2525
<input type="checkbox"/> Therapeutic Optometrist-HMO that provides vision or medical eye care services must allow a therapeutic optometrist to be a fully participating provider on medical panels	Chapter 1451, Subchapter D

****Unless otherwise stated, all articles, sections, chapters and subchapters cited are to the Texas Insurance Code.**