Delegated Network Checklist
(Article 20A.18C)

Name of Delegated Network (DN): ____

Function delegated by HMO: ☐ Claims (✓for TPA License) ☐ UR (✓for URA Certification)

Written agreement was filed with TDI as required by **Art. 20A.18C(a)**
Yes ☐ No ☐

DN named in the written agreement is the same DN that is named in the Monitoring Plan
Yes ☐ No ☐

Monitoring Plan contains:

- ☐ Description of financial practices for tracking and reporting liabilities incurred but not reported **[Art. 20A.18C(a)(1)(A)]**
- ☐ Provision regarding summary of the total amount paid by the DN to providers on a monthly basis **[Art. 20A.18C(a)(1)(B)]**
- ☐ Provision regarding summary of complaints, to be provided to HMO on a monthly basis, from providers and enrollees regarding delays in, or nonpayment of, claims including the status of each complaint **[Art. 20A.18C(a)(1)(C)]**
- ☐ Provision that agreement cannot be terminated without cause by the DN or the HMO without written notice before 90 days **[Art. 20A.18C(a)(2)]**
- ☐ Enrollee hold-harmless provision **[Art. 20A.18C(a)(3)]**
- ☐ Provision that delegation does not release the HMO's responsibility and authority to comply with laws **[Art. 20A.18C(a)(4)]**
- ☐ Provision that DN will comply with all statutory and regulatory requirements relating to any function, duty, responsibility, or delegation assumed by or carried out by the DN **[20A.18C(a)(5)]**
- ☐ Provision that DN or 3rd party will provide a license number and will certify that the DN or 3rd party is licensed as a TPA under Article 21.07-6 (if the HMO delegates claims payment) **[20A.18C(a)(6)]**
- ☐ Provision that DN or 3rd party will provide a license number and will certify that the DN or 3rd party is licensed as a URA under Article 21.58A (if the HMO delegates UR) **[20A.18C(a)(7)]** and that:
  - ☐ The HMO will notify enrollees at the time of enrollment which entity has UR responsibility **[20A.18C(a)(7)(A)]**
  - ☐ DN or 3rd party who has been delegated UR will comply with Art. 21.58A **[20A.18C(a)(7)(B)]**
  - ☐ UR decisions shall be forwarded by DN or 3rd party to HMO on a monthly basis **[20A.18C(a)(7)(C)]**
- ☐ An acknowledgment and agreement by the DN that HMO:

- ☐ Is required to establish, operate, and maintain a health care delivery system, quality assurance system, provider credentialing system, and other systems and programs that meet statutory and regulatory standards **[20A.18C(a)(8)(A)(i)]**
- ☐ Is directly accountable for compliance with those standards **[20A.18C(a)(8)(A)(ii)]**
- ☐ Is not precluded from contractually requesting that the DN provide proof of financial viability **[20A.18C(a)(8)(A)(iii)]**

☐ An acknowledgment and agreement by the DN that the role of the DN and its subcontractors is limited to performing the HMO's delegated functions, using standards approved by the HMO and which are in compliance with applicable statutes and rules and subject to the HMO's oversight and monitoring of the DN's performance **[20A.18C(a)(8)(B)]**

☐ An acknowledgment and agreement by the DN that HMO may cancel delegation of delegated functions if the DN fails to meet monitoring standards **[20A.18C(a)(8)(C)]**

☐ Provision that DN is required to make available to the HMO samples of contracts with providers to ensure compliance with the contractual requirements described by Subdivisions (2) and (3). *[Note: The agreement may not require that the DN make available to the HMO contractual provisions relating to financial arrangements with the DN's provide.]* **[20A.18C(a)(9)]**

☐ Provision that HMO require DN to provide HMO on at least a quarterly basis, *[unless otherwise specified in the agreement]* the data necessary for the HMO to comply with TDI's reporting requirements regarding delegated functions performed under the delegation agreement **[20A.18C(a)(10)]**, including:

- ☐ A summary:
  - ☐ Describing the methods, including capitation, fee-for-service, or other risk arrangements, that the DN used to pay its providers **[20A.18C(a)(10)(A)(i)]**; and
  - ☐ The percentage of providers paid for each payment category **[20A.18C(a)(10)(A)(ii)]**
- ☐ The period that claims and debts for medical services owed by the DN have been pending and the aggregate dollar amount of those claims and debts **[20A.18C(a)(10)(B)]**
- ☐ Information that will enable the HMO to file claims for reinsurance, coordination of benefits, and subrogation, if required by the HMO's contract with the DN **[20A.18C(a)(10)(C)]**
- ☐ Documentation *[except for confidential information under Section 5.06, Medical Practice Act]*, that relates to:
  - ☐ A regulatory agency's inquiry or investigation of the DN or of an individual provider with whom the DN contracts that relates to an HMO enrollee **[20A.18C(a)(10)(D)(i)]**; and
  - ☐ The final resolution of inquiry or investigation **[20A.18C(a)(10)(D)(ii)]**

☐ Provision that requires DN, upon receipt of a complaint, to report the complaint to the HMO within **2 business days**, except in the case of a complaint involving emergency care. In the case of a complaint involving **emergency care**, the DN will forward the complaint **immediately** to the HMO. *[Note: The DN can resolve complaints on its own but it must still comply with this provision]* **[20A.18C(a)(11)]**

The following requirements may or may not appear as provisions in the Monitoring Plan or in the Written Agreement. However, SB 890 only requires that the Monitoring Plan contain the provisions listed in Subsection (a) of Article 20A.18C. **[Note: This may change if adopted rule requires otherwise]**:

The following information shall be provided to the DN by the HMO at least monthly *[unless otherwise provided in the agreement]* and in standard electronic format:

- ☐ The names, DOBs or SSNs of HMO's eligible enrollees, including the enrollees added and terminated since the previous reporting period **[20A.18C(b)(1)]**
- ☐ The age, sex, benefit plan and any riders to that benefit plan, and employer for the eligible HMO enrollees **[20A.18C(b)(2)]**
- ☐ If the HMO pays any claims for the DN, a summary of the number and amount of claims paid by the HMO on behalf of the DN during the previous reporting period **[20A.18C(b)(3)]**
- ☐ If the HMO pays any claims for the DN, a summary of the number and amount of pharmacy prescriptions paid for each enrollee for which the DN has taken partial risk during the previous reporting period **[20A.18C(b)(4)]**
- ☐ Information that enables the DN to file claims for reinsurance, coordination of benefits, and subrogation **[20A.18C(b)(5)]**
- ☐ Patient complaint data that relates to the DN **[20A.18C(b)(5)]**

☐ In addition to the information required by Subsection (b), an HMO shall provide to a DN:

- ☐ Detailed risk-pool data, reported quarterly and on settlement **[20A.18C(c)(1)]**
- ☐ The percent of premium attributable to hospital or facility costs, if hospital or facility costs impact the DN's costs, reported quarterly, and, if there are changes in hospital or facility contracts with the HMO, the projected impact of those changes on the percent of premium attributable to hospital and facility costs within 30 days of such changes. **[20A.18C(c)(2)]**

☐ An HMO that receives information through the monitoring plan that indicates the DN is not operating in accordance with its written agreement or is operating in a condition that renders the continuance of its business hazardous to the enrollees, shall, in writing:

- ☐ Notify the DN of those findings **[20A.18C(d)(1)]**
- ☐ Request a written explanation of:
  - ☐ The DN's noncompliance with the written agreement **[20A.18C(d)(2)(A)]**; or
  - ☐ The existence of the condition that renders the continuance of the DN's business hazardous to enrollees **[20A.18C(d)(2)(B)]**

☐ A DN shall respond to a request from a HMO under Subsection (d) in writing not later than the 30th day after the date the request is received **[20A.18C(e)]**

☐ The HMO shall cooperate with the DN to correct any failure by the DN to comply with TDI regulatory requirements relating to any matters:

- ☐ Delegated to the DN by the HMO **[20A.18C(f)(1)]**; or
- ☐ Necessary for the HMO to ensure compliance with statutory or regulatory requirements **[20A.18C(f)(2)]**

Other SB 890 Requirements:

- ☐ The HMO shall notify TDI and request intervention if:
  - ☐ The HMO does not receive a timely response from the DN as required by Subsection (e) **[20A.18C(g)(1)]**; or
  - ☐ The HMO receives a timely response from the DN as required by Subsection (e), but the HMO and the DN are unable to reach an agreement as to whether the DN:
    - ☐ Is complying with the written agreement **[20A.18C(g)(2)(A)]**; or
    - ☐ Has corrected any problem regarding a practice that is hazardous to an enrollee **[20A.18C(g)(2)(B)]**

- ☐ On receipt of a request for intervention under Subsection (g), TDI may:
  - ☐ Request financial and operational documents from the DN to further investigate deficiencies indicated by the monitoring plan **[20A.18C(h)(1)]**;
  - ☐ Conduct an on-site audit of the DN if the department determines that the DN is not complying with the monitoring standards required under Subsection (a)(1) **[20A.18C(h)(2)]** ; or
  - ☐ Upon violation of a monitoring plan, suspend or revoke the TPA or URA license **[20A.18C(h)(3)(A) & (B)]**

- ☐ TDI shall report to the DN and the HMO the results of its review not later than the 60th day after the date of TDI's initial request for documentation; provided, however, TDI shall not report to the HMO any information regarding fee schedules, prices, cost of care, or other information not relevant to the monitoring plan **[20A.18C(i)]**
- ☐ The DN shall respond to TDI's report and submit a corrective plan to TDI and to the HMO not later than the 30th day after the date the DN receives TDI's report. The DN may withhold information regarding fee schedules, prices, cost of care, or other information not relevant to the monitoring plan. **[20A.18C(j)]**
- ☐ Reports and corrective plans required under Subsection (i) or (j) shall be treated as public documents, except that health care provider fee schedules, prices, costs of care, or other information not relevant to the monitoring plan and any other information that is considered confidential by law shall be considered confidential **[20A.18C(k)]**
- ☐ TDI may request that a DN take corrective action to comply with TDI's statutory and regulatory requirements that:
  - ☐ Relate to any matters delegated by the HMO to the DN **[20A.18C(l)(1)]**; or
  - ☐ Are necessary to ensure the HMO's compliance with statutory and regulatory requirements **[20A.18C(l)(1)]**

- ☐ If a DN does not comply with TDI's request for corrective action, TDI may order the HMO to:
  - ☐ Temporarily or permanently cease assignment of new enrollees to the DN **[20A.18C(m)(1)]**;
  - ☐ Temporarily or permanently transfer enrollees to alternative delivery systems to receive services **[20A.18C(m)(2)]**; or
  - ☐ Modify or terminate its contract with the DN **[20A.18C(m)(2)]**

☐ The commissioner shall maintain enrollee and provider complaints in a manner that identifies complaints made about DNs **[20A.18C(n)]**