Provider Rights and Responsibilities

This section describes Molina Healthcare’s established standards on access to care, newborn notification process and Member marketing information for Participating Providers. In applying the standards listed below, Participating Providers have agreed that they will not discriminate against any Member on the basis of:

- Age
- Race
- Creed
- Color
- Religion
- Sex
- National origin
- Ancestry
- Sexual orientation
- Marital status
- Physical disability
- Mental or sensory handicap
- Place of residence
- Socioeconomic status
- Status as a recipient of Medicaid benefits

Provider Rights

To receive information: The right to receive information about Molina Healthcare of Wisconsin, Inc., its services, its policies and procedures, practitioners and providers and Member rights and responsibilities.

To advocate: The right, when acting within the lawful scope of their license, to advise or advocate for Members on the following issues without restriction or incrimination from Molina Healthcare of Wisconsin, Inc.

- Health status, medical care or treatment options (including sufficient information to enable the Member to decide among various treatment options, and information regarding alternative treatments that may be self-administered).
- Risks, benefits, and consequences of various treatment options.
- The opportunity to refuse treatment and/or express preferences for future treatment options.

To present a Complaint, Appeal or Grievance: The right to file Appeals or Complaints on their own behalf or on the behalf of their patient within sixty (60) days of receipt of the denial or
limited approval, with their patient’s consent, without fear of retaliation, and to have those Complaints resolved. The right to obtain a written decision at the end of the Appeals process explaining why Molina Healthcare of Wisconsin Inc.’s prior decision is being upheld (if that is the case). The right to speak with the physician who, acting on behalf of Molina Healthcare of Wisconsin, Inc., disapproves or limits approval of a request for Covered Services, and receive a written statement denying the approval upon request.

To communicate: The right to communicate openly with patients about all diagnostic testing and treatment options.

To timely Claim payment: The right to expect that their Claims will be processed accurately, timely and by industry standards.

To communication: The right to expect and receive respectful communication from knowledgeable staff and timely response to questions or concerns. The right to receive assistance with complex Member issues.

To an Appeal of revocation: If at any time, through the course of normal business, Appeals/Grievances or any quality review activities, Molina Healthcare of Wisconsin, Inc. becomes aware of a provider who is suspected or accused of improper conduct, an investigation is initiated. The network associated with the provider is contacted and asked to conduct an investigation and report the findings. If Molina Healthcare of Wisconsin, Inc. is satisfied with the outcome and any corrective action necessary, no further action is taken. If Molina Healthcare of Wisconsin, Inc. is not satisfied, the case will be taken to the Quality Improvement Committee (QIC) for a determination. If Molina Healthcare of Wisconsin, Inc.’s own review supports the action of the network, no further action is taken. If Molina Healthcare of Wisconsin, Inc.’s own review indicates corrective action is necessary, it will impose this action on the provider and monitor compliance.

Molina Healthcare of Wisconsin, Inc. cannot require a provider network or physician employer to terminate their own agreement with one of their providers or employed providers or revoke Credentialing. However, during the review process, if a provider network does not terminate a provider that it or Molina Healthcare of Wisconsin, Inc. has determined should not be providing services to Members due to quality issues, Molina Healthcare of Wisconsin, Inc. will terminate that provider in its database and not allow services to be performed for Members. The provider will be notified in writing of the decision and his/her rights associated with it.

If the decision is to terminate the provider’s participation, the provider has the right to at least ninety (90) days’ prior written notice of termination of his/her status as a Molina Healthcare of Wisconsin, Inc. provider and the right to request a hearing within ten (10) business days of receipt of the notice of termination, and to have the hearing held within thirty (30) days of the request for the hearing unless the termination is based on a belief that the provider has committed Fraud, breached the terms of his/her contract, or are an imminent danger to a patient or the public health, safety and welfare.

The provider has the right to request a written reason for the termination, if one is not provided with the notice of termination. The provider has the right to have the hearing held before a panel of at least three (3) people, one of whom is in the same or a substantially similar discipline and specialty as the affected provider, and to be present at the hearing with representation. The provider has the right to receive in writing the decision of the panel within thirty (30) days following the close of the hearing (unless the panel requests an extension). The decision must
specify the reasons for the panel's decision. If the panel recommends conditional reinstatement, the decision must include any conditions and time periods for conditional reinstatement, and the consequences for failing to meet the conditions.

**Provider Responsibilities**

*To notify Molina Healthcare of Wisconsin, Inc.:* Providers are responsible for notifying Molina Healthcare of Wisconsin, Inc. in writing of any of the following changes:

- Changes in practice ownership, name, address, phone or Federal Tax ID numbers;
- The addition of a new physician to the practice or a physician’s departure from the practice;
- Upon loss or suspension of the provider’s license to practice;
- Bankruptcy or insolvency;
- Suspension, exclusion, debarment or other sanction from a State or federally funded health care program;
- Any indictment, arrest or conviction for a felony or any criminal charge related to the practice;
- Any material changes in cancellation or termination of liability insurance;
- The closing of the practice to new patients and vice versa; and
- At least thirty (30) days (or as otherwise stated in the provider’s contract with Molina Healthcare of Wisconsin, Inc.) before terminating affiliation with Molina Healthcare of Wisconsin, Inc. or one of its provider networks.

*Not to bill:* Providers have a responsibility not to bill or balance bill Medicaid recipients for Covered Services except with respect to applicable copayment, coinsurance and/or deductible amounts, regardless of whether the provider believes the amount of money he/she has been or will be paid by Molina Healthcare of Wisconsin, Inc. is appropriate or sufficient.

*To provide coverage:* Primary Care Providers and OB/GYNs have a responsibility to provide access to covered medical services twenty-four (24) hours a day, seven (7) days a week. In practice, this means:

- Member telephone calls should be answered by a live answering service that is able to connect the Member with his/her Primary Care Provider or with a covering provider within thirty (30) minutes.
- In the event that the Member cannot receive a return phone call, the answering service must keep the Member “on hold” until he/she can be connected directly with a physician.
- For physicians whose phone is answered after hours by an answering machine, the outgoing message must instruct Members to call Molina Healthcare of Wisconsin Inc.’s toll free Nurse Advice Line at 888-275-8750 in urgent situations. Otherwise, the message must refer the Member to a phone number answered by a live person capable of offering the Member information and Referrals as necessary.
- On-call providers must return calls within thirty (30) minutes.
To meet Access to Care Standards: Providers have a responsibility to provide care within their scope of practice, in accordance with Molina Healthcare of Wisconsin Inc.’s access, quality and participation standards and in a culturally competent manner. Molina Healthcare is committed to providing timely access to care for all Members in a safe and healthy environment. Providers must ensure the hours of operation and office wait times for appointments remain the same for Molina Healthcare Members and non-Members, regardless of insurance, health plan or coverage. Access standards have been developed to ensure that all health care services are provided in a timely manner. The PCP or designee must be available twenty-four (24) hours a day, seven (7) days a week to Members for Emergency Care services. This access may be by telephone. Appointment and waiting time standards are shown below. Any Member assigned to a PCP is considered his/her patient.

For additional information about how Molina Healthcare audits access to care, the provider should review the Quality Improvement section of this manual.

<table>
<thead>
<tr>
<th>Medical Appointment Type</th>
<th>Time Frame</th>
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<tbody>
<tr>
<td>Routine Asymptomatic Primary Care</td>
<td>Within 30 days</td>
</tr>
<tr>
<td>Routine Symptomatic for non-urgent</td>
<td>Within 14 days</td>
</tr>
<tr>
<td>Specialty, outpatient referral, consultation</td>
<td>Within 21 days</td>
</tr>
<tr>
<td>Urgent Specialty Care Appointments</td>
<td>Within 24 hours</td>
</tr>
<tr>
<td>Urgent Conditions</td>
<td>Within 24 hours</td>
</tr>
<tr>
<td>High risk Prenatal Care</td>
<td>Within 2 weeks or within 3 weeks if specific provider is requested</td>
</tr>
<tr>
<td>Emergency</td>
<td>Immediately</td>
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</tbody>
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<thead>
<tr>
<th>Behavioral Health Appointment Type</th>
<th>Time Frame</th>
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<tbody>
<tr>
<td>Non-urgent behavioral health care need</td>
<td>Within 10 days</td>
</tr>
<tr>
<td>Non-life threatening emergency</td>
<td>Within 6 hours</td>
</tr>
<tr>
<td>Consult and outpatient referral</td>
<td>Within 10 days</td>
</tr>
<tr>
<td>Behavioral Health Appointment Type</td>
<td>Time Frame</td>
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</tr>
<tr>
<td>Urgent Behavioral Health need</td>
<td>Within 24 hours</td>
</tr>
<tr>
<td>Life threatening emergency</td>
<td>Immediately</td>
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</tbody>
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<thead>
<tr>
<th>Dental Appointment Type</th>
<th>Time Frame</th>
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<tbody>
<tr>
<td>Routine Asymptomatic Primary Care</td>
<td>Within 30 days</td>
</tr>
<tr>
<td>Routine Symptomatic for non-urgent</td>
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</tr>
<tr>
<td>Specialty, outpatient referral, consultation</td>
<td>Within 21 days</td>
</tr>
<tr>
<td>Urgent Conditions</td>
<td>Within 24 hours</td>
</tr>
<tr>
<td>Emergency</td>
<td>Immediately</td>
</tr>
</tbody>
</table>

Notification of Advance Directives: Providers have a responsibility to inform patients about their right to have an advance directive, including providing patients with written information on State law about patients' rights to accept or refuse treatment, and the provider's own policies regarding advance directives. Providers must document in the patients' Medical Record any results of a discussion on advance directives. If a patient has, or completes, an advance directive his/her patient file should include a copy of the advance directive.

To maintain Medical Records: Providers have a responsibility to have policies that address Medical Record protocol. Policies should include maintaining a single, permanent Medical Record for each patient that is available at each visit, protecting patient records from destruction, tampering, loss or unauthorized use, maintaining Medical Records in accordance with State and Federal regulations and maintaining patient signature of consent for treatment. Medical Records should be complete and legible and follow standard practices. As a part of Molina Healthcare's Quality Improvement Program, providers are required to maintain compliance with certain standards for safety, confidentiality, and record-keeping practices in their practices. For details regarding these requirements and other Quality Improvement Program expectations, providers should review the Quality Improvement section of this manual.

To participate in quality improvement: Providers have a responsibility to participate with Molina Healthcare of Wisconsin, Inc. in quality improvement initiatives and other activities associated with meeting regulatory requirements and upholding contractual obligations.
**To give information:** Providers have a responsibility to: 1) give Members complete and accurate information concerning a diagnosis, treatment plan, or prognosis in terms they can understand (eliminating both language and cultural barriers), and without regard to plan coverage; 2) inform Members of non-covered treatments or services and their cost prior to rendering them; and 3) advise Members of their right to contact Molina Healthcare of Wisconsin Inc.’s Member Advocate if they have concerns about a non-Covered Service or wish to file a Grievance or Appeal.

**To maintain confidentiality:** Providers have a responsibility to maintain Members’ Protected Health Information (PHI) strictly confidential, in compliance with Health Insurance Portability and Accountability Act (HIPAA) standards. To provide necessary Member PHI to Molina Healthcare of Wisconsin, Inc. (in compliance with HIPAA standards), when required for payment, treatment, quality assurance, regulatory, data collection and reporting activities.

**To submit Claims:** Providers have a responsibility to submit complete and accurate Claims for their services that conform to Medicaid requirements within the time frames outlined in their contract. Providers also have a responsibility to provide Molina Healthcare of Wisconsin, Inc. with supporting documentation (when required) to support a Claim.

**To participate in Utilization Management:** Providers have a responsibility to: 1) conform to Molina Healthcare of Wisconsin Inc.’s Referral and prior Authorization policies and procedures as they relate to services provided; and 2) cooperate with the Utilization Management nurses in providing necessary documentation or medical information.

**To provide continuity of care:** Providers who are terminating their affiliation with Molina Healthcare of Wisconsin, Inc. directly or through their network have a responsibility to continue caring for Members for up to ninety (90) days from the date of written Member notification. Molina Healthcare of Wisconsin, Inc. will send a notice of the intended termination to all Members on the provider’s panel with information on obtaining care and services during the ninety (90) day transitional period and thereafter. For Members who have entered the second trimester of pregnancy, the transitional period includes the delivery and sixty (60) days of postpartum care related to the delivery. Providers offering transitional care must agree to:

1. Continue to accept Molina Healthcare of Wisconsin Inc.’s reimbursement rates in effect prior to the transitional period.
2. Adhere to Molina Healthcare of Wisconsin Inc.’s medical policies and procedures, including Referrals, prior Authorization requirements and treatment regimen(s) approved by Molina Healthcare of Wisconsin, Inc.

**Newborn Notification Process**

Physicians must notify Molina Healthcare immediately of the first prenatal visit and/or positive pregnancy test of any Member presenting herself for health care services.

The PCP shall submit to Molina Healthcare the Pregnancy Notification form within one (1) working day of the first prenatal visit and/or positive pregnancy test of any Member presenting herself for health care services. Providers shall enter all applicable information when completing the form. The form can be found at: [http://www.molinahealthcare.com/providers/wi/medicaid/forms/PDF/forms_WI_16_pregnancy_n](http://www.molinahealthcare.com/providers/wi/medicaid/forms/PDF/forms_WI_16_pregnancy_n)
Relocations and Additional Sites

Providers should notify Molina Healthcare in advance when they relocate or open an additional office. When this notification is received, a site review of the new office may be conducted before the provider’s recredentialing date.

Site and Medical Record-Keeping Practice Reviews

As a part of Molina Healthcare's Quality Improvement Program, providers are required to maintain compliance with certain standards for safety, confidentiality, and record-keeping practices in their practices. For details regarding these requirements and other Quality Improvement Program expectations, providers should review the Quality Improvement section of this manual.

Member Information and Marketing

Any written informational and marketing materials directed at Molina Healthcare Members must be developed at the sixth (6th) grade reading level and have prior written consent from Molina Healthcare and the appropriate government agencies. Providers should contact their Provider Services Representative for information and review of proposed materials. Neither Molina Healthcare, nor any Participating Providers nor medical groups/IPAs may:

- Distribute to their Members informational or marketing materials that contain false or misleading information
- Distribute to their Members marketing materials selectively within the Service Area
- Directly or indirectly conduct door-to-door, telephonic, or other cold-call marketing for Member enrollment.