

**TRILLIUM HEALTH RESOURCES- BH I/DD TAILORED PLAN**

<b>Policy Title:</b> Good Faith Provider Contracting Policy		<b>Policy Category:</b> Network		
<b>Original Policy Approval Date:</b> 03/03/2022		<b>Line(s) of Business</b> Medicaid and State Funded		
<b>Revision Dates:</b>	V1: 6/30/21			
<b>Related Board Policies:</b>	N/A			

**PURPOSE/INTENT**

This policy documents the process by which Trillium Health Resources (“Trillium”) engages in good faith Provider contracting efforts with Providers.

**Policy**

**I. GOOD FAITH PROVIDER CONTRACTING POLICY**

- A. It is the policy of Trillium to engage in good faith Provider contracting efforts with Providers.
- B. Trillium utilizes the appropriate reimbursement methodology for the Provider type to Providers who are enrolled in North Carolina Medicaid.
- C. Trillium and its subcontractors do not include exclusivity or non-compete provisions in Provider contracts with Providers, including non-medical service providers (e.g., non-emergency medical transportation drivers), or otherwise prohibit a Provider from providing services for or contracting with any Prepaid Health Plan (PHP) or any other Prepaid Inpatient Health Plan (PIHP).
- D. Trillium and its subcontractors engage in good faith Provider contracting efforts with Providers, regardless of the Providers’ PHP or PIHP affiliation.
- E. Trillium shall make good faith efforts to Provider contract with Indian Health Care Providers (IHCPs) and demonstrate that a sufficient number of IHCPs are participating in its network to ensure timely access to Provider contracted services for the members of federally recognized tribes and other individuals eligible to receive services at IHS facilities.
- F. Trillium and its subcontractors do not require Providers, as a condition of Provider contracting, to participate or accept Trillium products or to automatically be enrolled in any Trillium product. This requirement does not apply to facility providers.
- G. Trillium uses a North Carolina Department of Health and Human Services (“Department”) approved Provider contract, which includes all required standard provisions for such Provider contract as outlined in Trillium’s Tailored Plan Provider contract with the Department.

**II. GOOD FAITH PROVIDER CONTRACTING EFFORT**

- A. Trillium’s good-faith Provider contracting effort applies to Providers of both Medicaid and State-Funded services.
- B. Trillium defines a good faith Provider contracting effort as a minimum of three (3) attempts at Provider contracting with a Provider over at least a thirty-day (30) period (“the 30-day period”).

**EXAMPLE OF TRILLIUM’S GOOD-FAITH PROVIDER CONTRACTING PROCESS (3) ATTEMPTS**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1 Trillium sends written Provider contract to provider (1 <sup>st</sup> attempt)	2	3	4	5	6	7

8	9	10	11 Trillium sends follow-up message, in writing, regarding Provider contract (2 <sup>nd</sup> attempt)	12	13	14
15	16	17	18	19	20	21
22 Trillium sends follow-up message, in writing, regarding provider contract (3 <sup>rd</sup> attempt)	23	24	25	26	27	28
29	30	1	2 Trillium sends Good-Faith Provider contracting Decision Letter to provider			

- C. Trillium offers to contract with Providers in writing.
- D. The good faith Provider contracting process begins when Trillium sends its Provider contract, which includes all standard and required provisions for such Provider contract as outlined in Trillium’s Tailored Plan Provider contract with the Department, to a Provider. This is Trillium’s first attempt at a good faith Provider contracting effort, and it begins the 30-day period.
- E. If the Provider does not execute Trillium’s Provider contract after the first attempt, Trillium will send a follow-up message, in writing, to the Provider, with such message responding to any feedback that the Provider has submitted to Trillium. This message serves as Trillium’s second attempt at a good faith Provider contracting effort.
- F. If the Provider does not execute Trillium’s Provider contract after the second attempt, Trillium will send another follow-up message, in writing, to the Provider, with such message responding to any feedback that the Provider has submitted to Trillium. This message serves as Trillium’s third and final attempt at a good faith Provider contracting effort.
- G. If within thirty (30) Calendar Days the network provider rejects the request or fails to respond either verbally or in writing, the BH I/DD Tailored Plan may consider the request for inclusion in its Medicaid Managed Care network rejected by the provider If Trillium is of the opinion that additional time could lead to an executed contract, Trillium may extend the 30-day period.
- H. Trillium considers all facts and circumstances surrounding a Provider’s willingness to contract before determining that the Provider has refused its good faith Provider contracting effort.

### III. GOOD FAITH EFFORT TRACKING

- A. Trillium will log and track each good faith Provider contracting effort that it makes with Providers.

### IV. GOOD FAITH PROVIDER CONTRACTING DECISIONS

- A. Trillium gives written notice to any Provider with whom it agrees to contract within five (5) business days of Trillium’s final Provider contracting decision.
- B. Trillium gives written notice to any Provider with whom it declines to contract within five (5) business days of Trillium’s final Provider contracting decision.

V. REIMBURSEMENT RATES

- A. With the exception of out-of-network emergency services, post-stabilization services and services provided during transitions in coverage, Trillium does not reimburse out-of-network Providers more than ninety percent (90%) of the Medicaid Fee-for-Service rate if Trillium has made a good faith effort to contract with the Provider, but the Provider refused Trillium’s effort.
- B. Unless an agreement has been negotiated, Trillium reimburses an out-of-network Provider at one hundred percent (100%) of the Medicaid Fee-for-Service rate for:
  - 1. Physical health and pharmacy services when Trillium has not made a good faith effort to contract with the Provider in accordance with this policy.
  - 2. Behavioral health, intellectual and developmental disabilities, and traumatic brain injury services when Trillium has not made a good faith effort to contract with the Provider in accordance with this policy or Trillium has exercised its authority to maintain a closed network for these services in accordance with State law.

Complies with Accreditation Standard(s)	
Standard Number	Standard Name
NCQA QI 2	Health Services Provider contracting
Complies with Other	
N/A	