

# Texas-specific Provisions for Commercial Plans

## A. Provider Requests for Information Related to Compensation

Pursuant to Texas Administrative Codes 28 TAC 3.3703 and 11.901, when Humana receives a request from a physician/ provider for information related to compensation, Humana will send the information within 30 days of receiving the request. Compensation information, as relevant to a physician's/provider's practice, includes:

- Fee schedules
- Claims processing policies

For each request, use the name of the legal entity with which you are contracted, such as Humana Insurance Co. (PPO), Humana Health Plan of Texas (HMO) and ChoiceCare® Network (PPO).

Requests for this information must be mailed to Humana Contracting/Network Operations. If the request is not sent to the appropriate address listed below for your market/network, Humana cannot guarantee that the request will be answered. If you have contracts with more than one network, please correspond with each market office tied to the contract.

### **Austin**

Humana Contracting/Network Operations  
1221 S. MoPac Expressway, Suite 300  
Austin, TX 78746

### **Corpus Christi**

Humana Contracting/Network Operations  
1100 Employers Blvd.  
Green Bay, WI 54344

### **Dallas/Fort Worth**

Humana Contracting/Network Operations  
1100 Employers Blvd.  
Green Bay, WI 54344

### **Houston**

Humana Contracting/Network Operations  
9 Greenway Plaza, Suite 2000  
Houston, TX 77046

### **San Antonio**

Humana Contracting/Network Operations  
1100 Employers Blvd.  
Green Bay, WI 54344

## Accessibility and Availability

In compliance with 28 TAC Section 11.1607, enrollee appointments must meet the time frames below:

- Routine and follow-up appointments – within three weeks for medical conditions, within eight weeks for dental conditions, and within two weeks for behavioral health conditions
- Preventive services – within two months for children and within three months for adults
- Preventive dental care – within four months
- Urgent appointments – within 24 hours
- Emergency care – 24/7

## B. Designation as a Nontraditional Primary Care Physician (Specialist)

In accordance with 28 TAC 11.900 and 11.506, members with chronic, disabling or life-threatening conditions may request a specialist (nontraditional primary care physician) as their primary care provider. The local health plan medical director will review the application, and the following factors will be considered:

- Severity of the member's diagnosis
- Likelihood of the chronic nature of the member's condition
- Likelihood the member should require frequent and ongoing referrals to a specialist other than the traditional PCP
- Reasonableness of the proposed specialist's field for ongoing care of the member as PCP

**Note:** Decisions regarding the assignment of a nontraditional PCP (specialist) are not made with retroactive effective dates. The amount of compensation owed to the original PCP prior to the date of the new designation is not reduced.

**Specialist responsibilities:** Any physician serving in the role of a nontraditional PCP is obligated to provide all primary care services as outlined below.

- Specialist is responsible 24 hours a day, seven days a week, for providing or arranging all covered services for enrollees, including, but not limited to, prescribing, directing and authorizing all urgent and emergency care.
- Specialist will provide to Humana upon request a written description of his/her arrangements for emergency and urgent care and service coverage in the event of his/her unavailability after hours or due to vacation or illness. Specialist is responsible for ensuring that all physicians providing coverage are contracted and credentialed with Humana. Specialist is responsible for ensuring that all physicians providing coverage render services under the same terms and conditions and in compliance with all provisions of the participation agreement.
- In the event that emergency and urgent care services are needed by the enrollee outside the service area, the specialist will monitor and authorize the out-of-area care and provide direct care as soon as the enrollee is able to return to the service area for treatment without medically harmful or injurious consequences.
- Covered services include, but are not limited to, medical and surgical services, including anesthesia; diagnostic tests and procedures that are a part of treatment; other services ordinarily provided in the specialist's office, such as X-rays ordered as part of treatment; services of the specialist's office nurse(s); drugs and biologicals that cannot be self-administered; transfusions of blood and blood components; and medical supplies.
- Specialist will follow the appointment availability standards set forth in Humana's Provider Manual. Specialist further agrees that Humana may change these standards from time to time. In the event of such change, Humana agrees to provide specialist with 90 days' written notice.
- Specialist will provide primary care services for enrollees, including, but not limited to, the following:
  - Routine office visits (including after-hour office visits that can be arranged with other providers with Humana's approval) and related services of specialists and other providers rendered in the specialist's office, including evaluation, diagnosis and treatment of illness and injury
  - Visits and examinations, including consultation time and personal attendance with the member, during confinement in a hospital, skilled-nursing facility or extended-care facility
  - Pediatric and adult immunizations and tuberculosis skin testing in accordance with accepted medical practice
  - Administration of injections, including injectables for which a separate charge is not routinely made
  - Initial care at birth and well-child care for pediatric enrollees
  - Periodic health appraisal examinations, including all routine tests performed in the specialist's office
  - Eye and ear screening for children through age 17 to determine the need for vision or hearing correction

- The routine diagnostic laboratory tests under primary care responsibilities, including, but not limited to, urinalysis, serum glucose, CBC (or any portion thereof), occult blood, gram stains and pregnancy tests
  - Miscellaneous supplies related to treatment in the specialist's office, including gauze, tape, bandages and other routine medical supplies
  - Member health education services and referrals as appropriate, including informational and personal health patterns, appropriate use of healthcare services, family planning, adoption, and other educational and referral services, but not the cost of such referral services
  - Telephone consultations with other providers and member/enrollee
  - Other primary care services included in the normal practice of care for primary care physicians, including but not limited to all diagnostic laboratory, electrodiagnostic or radiology services ("diagnostic services")
- Specialist acknowledges and agrees that certain referrals are required to be made to specific providers designated by Humana. Humana reserves the right to change or add to such specific providers, upon written notice to provider. Refer to your contract for a list of those specific providers.

### C. Statute of Limitations

Humana and the provider or healthcare facility agree that any dispute arising from a breach of this agreement, including claims disputes, must be brought within two years of the breach.