

DEPARTMENT: Contracting and Network Development	DOCUMENT NAME: Good Faith Contracting Efforts
PAGE: 1 of 4	REPLACES DOCUMENT:
APPROVED DATE:	RETIRED:
EFFECTIVE DATE: 7/1/2021	REVIEWED/ REVISED:
PRODUCTS: Medicaid	REFERENCE NUMBER: NC.CONT.01

SCOPE:

This document describes procedural guidelines for determining good faith efforts during the contracting process by the Carolina Complete Health (CCH) Contracting Department.

PURPOSE:

To outline the process for good faith efforts during the contracting process and provide tracking procedures of the good faith efforts.

POLICY:

CCH defines good faith efforts as a minimum of three (3) attempts made to contract with a contracting entity. The good faith efforts are extended to Tribal Member Services/ Indian Health Care Providers, Essential Providers, Network Adequacy Providers, and all other Out of Network Providers for continuity of care or any willing provider.

PROCEDURE:

CCH will offer a contract with appropriate reimbursement methodology for the provider type to any willing provider that is enrolled in North Carolina Medicaid. CCH will manage its Network to meet availability, accessibility, and quality goals and requirements. In developing its Network, CCH will negotiate with any willing provider in good faith regardless of provider or PHP affiliation. The PHP shall have a strong monitoring program to ensure providers are meeting Member needs and program requirements.

CCH will offer to contract the provider in writing as outlined in this policy. CCH and all subcontractors shall not include exclusivity or non-compete provisions in contracts with providers, including non-medical service providers (e.g. non-emergency medical transportation drivers), require a provider to participate in the governance of a Physician Lead Entity (PLE), or otherwise prohibit a provider from providing services for or contracting with any other Pre-Paid Health Plan (PHP).

CCH and all subcontractors will consider all facts and circumstances surrounding a provider's willingness to contract prior to entering into the good faith efforts based on the following:

1. Tribal Member Services/Indian Health Care Provider
2. Essential Provider
3. Network Adequacy Provider

DEPARTMENT: Contracting and Network Development	DOCUMENT NAME: Good Faith Contracting Efforts
PAGE: 2 of 4	REPLACES DOCUMENT:
APPROVED DATE:	RETIRED:
EFFECTIVE DATE: 7/1/2021	REVIEWED/ REVISED:
PRODUCTS: Medicaid	REFERENCE NUMBER: NC.CONT.01

4. All other Out of Network Providers for continuity of care for the member
5. Provider enrolled with North Carolina Medicaid

CCH will not require individual practitioners, as a condition of contracting, to agree to participate or accept other products offered by CCH nor practitioners be automatically enrolled in any other product offered. This requirement shall not apply to facility providers.

Definition of Good Faith Effort:

The Good Faith Effort starts from when the provider receives a version of the contract which is consistent with the version approved by the Department and include the standard provisions for provider contracts found in Attachment G. Required Standard Provisions of PHP and Provider Contracts, including the prescribed provisions located therein.

The initial contract offering will serve as the first (1st) effort. If the provider does not execute the first (1st) effort, CCH will make a second (2nd) effort at least ten (10) calendar days after the 1st effort taking into consideration any feedback from the provider. If the provider does not execute the agreement from the second (2nd) effort, CCH will make a third (3rd) and final effort at least 10 calendar days after the 2nd effort taking into consideration any feedback from the provider from the previous efforts. CCH will have exhausted all good faith contracting efforts after the third (3rd) and final effort. The good faith contracting effort period must be at least thirty (30) calendar days, but CCH may allow additional time if discussions are ongoing, contract revisions are being made or negotiated, the contract is under legal review by the provider or if in the opinion of CCH such additional time could lead to an executed contract. If after at least thirty (30) days and the three good faith attempts, the provider fails to respond to the efforts verbally or in writing, the request to join the network will be considered rejected.

**Carolina Complete Health
Policy and Procedure**



DEPARTMENT: Contracting and Network Development	DOCUMENT NAME: Good Faith Contracting Efforts
PAGE: 3 of 4	REPLACES DOCUMENT:
APPROVED DATE:	RETIRED:
EFFECTIVE DATE: 7/1/2021	REVIEWED/ REVISED:
PRODUCTS: Medicaid	REFERENCE NUMBER: NC.CONT.01

Example of Good Faith Efforts:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1 Contract received by provider (1 st attempt)	2	3	4	5	6	7
8	9	10	11 CCH request contract (2 nd attempt)	12	13	14
15	16	17	18	19	20	21
22 CCH request contract (3 rd attempt)	23	24	25	26	27	28
29	30	1	2 Final Determination letter mailed to provider			

Reimbursement Requirements:

With the exception of out of network emergency services, post-stabilization services and services provided during transitions in coverage, CCH shall be prohibited from reimbursing an out of network provider more than ninety percent (90%) of the Medicaid Fee-for-Service rate if the PHP has made a good faith effort to contract with a provider but the provider has refused that contract.

Tracking of Good Faith Contracting Effort:

Each good faith effort will be logged and tracked on the CCH Good Faith Contracting Effort tracker. The grid will capture provider demographic information to include location, specialty, tax identification number (TIN), national provider identification number (NPI), point of contact requesting contract, CCH contracting representative, final determination of the Good Faith Contracting Effort process, and sent date of Good Faith Contracting Final Determination letter.

Communication of final determination of Good Faith Contracting Effort:

**Carolina Complete Health
Policy and Procedure**



DEPARTMENT: Contracting and Network Development	DOCUMENT NAME: Good Faith Contracting Efforts
PAGE: 4 of 4	REPLACES DOCUMENT:
APPROVED DATE:	RETIRED:
EFFECTIVE DATE: 7/1/2021	REVIEWED/ REVISED:
PRODUCTS: Medicaid	REFERENCE NUMBER: NC.CONT.01

If after the third (3rd) and final effort both parties are not able to come to a mutual agreement, a Good Faith Contracting Effort Final Determination letter will be sent to the address given by provider within ten (10) calendar days after the final decision. The letter will include the reason for the decision, the Provider’s right to appeal the decision, and how to request an appeal.

<p>REFERENCES: RFP V.D.4.r.ii. Good Faith Efforts Policy 45 C.F.R. § 455.410(b)-Medicaid enrolled providers Attachment A-Good Faith Contracting Effort Tracking Grid Attachment B-Good Faith Contracting Final Determination letter NC.CRED.01 Practitioner Credentialing and Re-credentialing NC.CRED.09 Organizational Assessment</p>
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REVISION LOG

REVISION	DATE
Added additional requirements from state contract and referenced credentialing policies	6/11/2019
Added good faith effort attempts example Added subcontractor to policy under Procedure Removed Department expects CCH to negotiate in good faith under Procedure and replaced with CCH will negotiate in good faith...	7/29/2019
Removed all verbiage and requirements related to Quality determinations as requested by the department.	6/18/20

POLICY AND PROCEDURE APPROVAL

The electronic approval retained in Archer, Centene’s P&P management software, is considered equivalent to a physical signature.

Carolina Complete Health

Director, Contracting and Network Development _____ Electronic Approval on File _____

VP, Contracting and Networking Development _____ Electronic Approval on File _____