



# Transplant Provider Manual Kaiser Permanente Self-Funded Program

## Provider Rights and Responsibilities

## Table of Contents

<b>6</b>	<b>SECTION 6: PROVIDER RIGHTS AND RESPONSIBILITIES .....</b>	<b>3</b>
6.1	PROVIDER RESPONSIBILITIES .....	3
6.2	REQUIRED NOTICES.....	4
6.1.1	Change of Information .....	4
6.1.2	Adding/Deleting Transplant Practitioner.....	4
6.1.3	Adding Transplant Programs .....	4
6.1.4	Practitioner Retirement or Termination .....	5
6.1.5	Other Required Notices .....	5
6.3	PROVIDER COMPLAINT AND GRIEVANCE PROCESS .....	5

## 6 Section 6: Provider Rights and Responsibilities

As a Provider, you are responsible for understanding and complying with terms of your Agreement and this section. If you have any questions regarding your rights and responsibilities under the Agreement and as described in this section of the manual, we encourage you to call our Provider Contracting & Network Management Department at 510-268-5448 for clarification.

Please note that you are required to collect cost share amounts, including co-payments, deductibles and coinsurance from Self-Funded Members, so be sure to:

- verify eligibility of Self-Funded Members prior to providing benefits, and
- collect applicable Self-Funded Member cost share including co-payments, deductibles and coinsurance as required by your Agreement.

### 6.1 Provider Responsibilities

Providers are responsible for, but are not limited to the following:

- Provide covered services without discrimination based on health status or discrimination of any kind.
- Uphold all applicable responsibilities outlined in the Kaiser Permanente Member Rights & Responsibilities Statement when providing care to Members. This Statement can be found in the Member Rights and Responsibilities Section of this Manual.
- Maintain open communications with a Self-Funded Member to discuss treatment needs and recommended alternatives, regardless of benefit limitations or Kaiser Permanente administrative policies and procedures. Kaiser Permanente allows open provider-patient communication regarding appropriate treatment alternatives without barring providers from discussing medically necessary or appropriate care with Self-Funded Members. Providers must ensure that services are provided in a culturally competent manner. Kaiser Permanente defines cultural competence as the recognition of epidemiological differences, health beliefs and underlying systems, and linguistic issues that result in an inability to work effectively within another's cultural context.
- Provide for timely transfer of Member medical records when the Member's care is transitioned to a new provider, or if the provider's contract terminates as per the terms of the Agreement.
- Participate in Kaiser Permanente Utilization Management and Quality Assurance and Improvement Programs. Kaiser Permanente Quality Improvement and Utilization Management Programs are designed to identify opportunities for improving health care provided to Members and the related outcomes. These programs may be related to complaint or grievance resolution, disease management, preventive health, or clinical studies. Kaiser Permanente will

communicate the programs and extent of provider participation through special mailings and updates to the Provider Manual.

## **6.2 Required Notices**

### **6.1.1 Change of Information**

If your office/facility changes any pertinent information such as tax identification number, phone or fax number, billing address, practice address, etc., please mail or fax written notice, including the effective date of the change:

Kaiser Permanente  
Provider Contracting & Network Management  
300 Lakeside Drive, 13<sup>th</sup> Floor  
Oakland, CA 94612  
510-268-5577 FAX

### **6.1.2 Adding/Deleting Transplant Practitioner**

If you intend to add or delete a practitioner to/from your transplant program, you are required to provide Kaiser Permanente with written notice 30 days prior to the effective date. The written notice should be mailed to the following address:

Kaiser Permanente  
National Transplant Network  
1800 Harrison Street, 18<sup>th</sup> Floor  
Oakland, CA 94612  
510-625-2899 FAX

### **6.1.3 Adding Transplant Programs**

If you intend to open an additional transplant program site, you are required to provide Kaiser Permanente with written notice 90 days prior to the effective date. The written notice should be mailed to the following address:

Kaiser Permanente  
National Transplant Network  
1800 Harrison Street, 18<sup>th</sup> Floor  
Oakland, CA 94612  
510-625-2899 FAX

#### **6.1.4 Practitioner Retirement or Termination**

If your office has a Practitioner who is retiring or leaving the practice, please mail written notice, including the effective date of the retirement or departure, thirty (30) days prior to the date the Practitioner is leaving to:

Kaiser Permanente  
National Transplant Network  
1800 Harrison Street, 18<sup>th</sup> Floor  
Oakland, CA 94612  
510-625-2899 FAX

#### **6.1.5 Other Required Notices**

You are required to give Kaiser Permanente notice of a variety of other events, including changes in your insurance and ownership, adverse actions involving your Practitioners' licenses, participation in Medicare, and other occurrences that may affect the provision of services under your Agreement.

Written notice is required to terminate the Agreement. The effective date of termination is usually 90 days (unless otherwise specified in your Agreement) after the notice is received by Kaiser Permanente's National Transplant Network.

An NTN representative will contact the provider to review the termination process that may include transferring Members and their medical records to other Kaiser Permanente contracted centers.

The National Transplant Network will make every effort to notify all affected Self-Funded Members of the change in providers within 15 days notice of termination, so the Self Funded Member can be assured of continuity of care and appropriate access to services.

The National Transplant Network will implement a transition plan to move those Members to other providers with minimal disruption to their medical treatment. In the event that the transition takes longer than the termination period, the provider remains obligated to care for the affected Self-Funded Members per the terms of the Agreement.

### **6.3 Provider Complaint and Grievance Process**

Complaints/Grievances between Provider and Kaiser Permanente:

As a Kaiser Permanente provider, you have access to your Provider Contracting & Network Management representative to voice complaints and grievances unrelated to

denial of payment or denial of authorization. You may contact them by phone, through their direct lines or in writing to voice your complaints and/or grievances.

**Contact Information:**

Kaiser Permanente  
Provider Contracting & Network Management  
300 Lakeside Drive, 13<sup>th</sup> Floor  
Oakland, CA 94612  
Phone: 510-268-5448  
Fax: 510-268-5577

Complaints and grievances related to denial of payment or denial of authorization must be voiced through the appropriate appeals or dispute process (Claims Disputes or Member Appeals). Claims disputes are addressed in a separate section of this Self-Funded Manual.