Chapter 14. Ohio Healthcare Simplification Act - Providers Located in Ohio Only

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14.1 Overview

Highmark West Virginia, as a licensed third party administrator in the State of Ohio, is subject to the terms of the Ohio Healthcare Simplification Act (“OHSA”). This Chapter sets forth provisions of, and procedures and policies resulting from, the OHSA. **This Chapter applies exclusively to professional and hospital providers located in the State of Ohio.**

14.2 Applicability

This Chapter does not apply to self-funded ERISA plans.

14.3 Who Should Read This Chapter

This Chapter is intended to act as a reference point for Highmark West Virginia’s network professional and hospital providers located in the State of Ohio excepting pharmacists, pharmacies and nursing homes.

14.4 Products & Network

In accordance with the OHSA, Highmark West Virginia will not require network providers to provide services for all current or future products offered. However, if all existing products are not accepted, the OHSA permits refusal to contract and allows for contract termination if a future product is refused.

Also in accordance with the OHSA, Highmark West Virginia will not rent or sell networks involving Ohio providers.

14.5 Termination

Termination “for cause” contract provisions are permitted only for 1) any lawful reason; 2) if objection to a material amendment for which there is no resolution, either party may terminate not later than 60 days prior to the effective date of the amendment; or 3) any reasonable provision agreed to by both parties.

Also see the termination provisions of your provider contract.
14.6 Amendments

Highmark West Virginia shall furnish provider with ninety (90) days notice if it intends to make a material change to the terms of the agreement. Material changes, as defined by the OHSA, are amendments that decrease the provider’s payment, change the administrative procedures in a way that may reasonably be expected to significantly increase provider’s administrative expenses, or add a new product.

14.7 Credentialing

14.7.1 Application

This Section 14.7 applies to all providers subject to the OHSA except hospitals.

14.7.2 Forms

In addition to the State of West Virginia Uniform Credentialing Form and the State of Ohio Uniform Credentialing Form, Highmark West Virginia also accepts the Council for Affordable Quality Healthcare (CAQH) credentialing application form.

14.7.3 Incomplete Information

Highmark West Virginia will notify providers of missing or incomplete information within 21 days of receipt of application.

14.7.4 Time Frames

All providers who participate with Highmark West Virginia and whose primary site of service is located in Ohio are required to be credentialed and notified of their credentialing status within 90 days of Highmark West Virginia receiving a complete or incomplete credentialing application.

14.7.5 State Medical Board

Highmark West Virginia may accept information from the State Medical Board’s website to the extent that the Board has verified medical education, graduate medical education and examination history of a physician (or the physician’s status with the educational commission for foreign medical graduates).
Also see Chapter 3 of this Provider Manual for additional Credentialing information.

14.8 Most Favored Nation Clauses

Highmark West Virginia may not include “most favored nation” clauses in professional provider and non-hospital facility provider contracts. As defined by OHSA, a “most favored nation” clause is one that:

1. Prohibits the provider from contracting with another contracting entity to provide health care services at a lower price; or
2. Requires the provider to accept a lower payment if the provider agrees to provide health care services to any other contracting entity at a lower price; or
3. Requires termination or renegotiation of the existing contract if the provider agrees to provide services to another contracting entity at a lower price; or
4. Requires the provider to disclose the provider’s contractual reimbursement rates with other contracting entities.

14.9 Arbitration

Arbitration for contract disputes for the enforcement of certain rights conferred by the OHSA is available for:

1. termination “for cause” provisions;
2. information required by the OHSA to be included in the contract;
3. material amendments; and
4. sections that prohibit a) renting or selling networks, b) requiring the provider to provide services for all products offered, c) requiring provider to accept any future product offering, d) waiver of rights under state or federal law and e) the provider from entering into a contract with any other contracting entity.