COMMUNITY MENTAL HEALTH AUTHORITY

ADMINISTRATIVE POLICY AND PROCEDURES MANUAL				
Chapter **Program Quality**	**Section** **Provider Network Management**	**Chapter** **05**	**Section** **05**	**Subject** **05**
Subject **Out of Network Providers**	**Authorization**		**Approved: 01/26/2021** **Replaces: 12/26/17**	

Updated: October 2024; Reviewed/No Update: October 2025

I. PURPOSE: To ensure all consumers receive medically necessary services when providers are not available in-network.

II. APPLICATION: Gogebic Community Mental Health Authority (GCMHA) providers employed directly, contracted, or subcontracted by GCMHA.

III. DEFINITIONS:

A. ***Emergent Situation***: A situation in which an individual is experiencing a serious mental illness or a developmental disability, or a minor is experiencing a serious emotional disturbance, and one of the following applies:

1. The individual can reasonably be expected within the near future to physically injure him/herself, or another individual, either intentionally or unintentionally.

2. The individual is unable to provide him/herself food, clothing, or shelter or to attend to basic physical activities such as eating, toileting, bathing, grooming, dressing, or ambulating, and this inability may lead to, in the near future, harm to the individual or to another individual.

3. The individual's judgment is so impaired that he or she is unable to understand the need for treatment and, in the opinion of the mental health professional, his or her continued behavior as a result of the mental illness, developmental disability, or emotional disturbance can reasonably be expected in the near future to result in physical harm to the individual or to another individual.

B. ***Out-of-Network***: A contract provider not on the GCMHA provider directory.

C. ***Urgent Situation***: A situation in which an individual is determined to be at risk of experiencing an emergency situation in the near future if he or she does not receive care, treatment, or support services.

IV. POLICY: GCMHA will coordinate with out of network providers in a timely manner directly or through delegation. When a covered medically necessary urgent, emergent, or non-emergent service is unavailable from in network providers a single case agreement or contract will be secured. GCMHA will coordinate with out of network providers with respect to payment and ensure that the cost to the enrollee is no greater than it would be if the service(s) was furnished within the network.

GCMHA requires out-of-network providers to coordinate with GCMHA for payment and ensure the cost to the member is no greater than it would be if the services were furnished

within the network. Balanced billing is prohibited. Out-of-network Medicaid providers' claims will be paid at established Medicaid fees in effect on the date of service. If Michigan Medicaid has not established a specific rate for the covered service, GCMHA must follow Medicaid Policy to determine the correct payment amount. GCMHA will comply with all related Medicaid policies regarding authorization and reimbursement for out-of-network providers.

V. PROCEDURE:

A. GCMHA coordinates with out of network providers directly or through delegation for inpatient psychiatric services, MI Health Link program, and for individuals with SMI, SED, and/or I/DD. The out of network provider must have appropriate licensure, credentials, enrollment, and not be listed on any exclusion lists. Terms of service provision and rate will be established by GCMHA. Providers will be educated about completion of continuing stay reviews, documentation, authorizations, and claims submission which must be completed in a manner consistent with in-network providers.

- Out of network providers directly coordinated by GCMHA:
  GCMHA's Chief Executive Officer or designee, will be notified of the need for an out of network provider through the preadmission screening and/or access eligibility screening process. GCMHA's Chief Executive Officer or designee, and Contract Manager will secure a single case agreement or contract. Terms of service provision and rate will be established by GCMHA and/or NorthCare Network.

B. Authorizations/Claims:
Authorizations and Claims will be handled according to the terms of the single case agreement or contract. In general:

1. GCMHA will process and adjudicate clean claims prior to sending to the provider for payment.
2. GCMHA will process the payment within 30 days.
3. GCMHA may deny claims for services provided without prior authorization or notification by the provider within two (2) business days of providing an emergent service.
4. Providers must verify **MI Health Link eligibility** and notify GCMHA within two (2) business days of providing an emergent service.

VI. REFERENCES AND LEGAL AUTHORITY:

42 CFR §438.206(b)(4); PIHP/MDHHS Contract Section 4.10; Michigan Mental Health Code, P.A. 258 330.1100a and 1100d; URAC Standards; NorthCare Network Provider Manual(s); Northcare Network Out of Network Providers Policy

VII. EXHIBITS:

None