

CONTRACT REVIEW CHECKLIST

Preparing for Contract Review

Has the provider:

- Received the entire contract, including all referenced documents, attachments, and exhibits?
- (If applicable) Requested a copy of the managed care organization's master contract with the payer?
- Established a contract review team, including a "point person" responsible for communications, a "lead," and other members with specific skills needed to review each portion of the contract?
- Considered the past performance of the plan, under past contracts/business dealings with the provider, and determined what additional protections may be necessary in order to avoid past problems?
- Prepared a timeline for the contract review process and allotted sufficient time for the review?

Conducting the Negotiation Process

- To determine leverage, has the provider assessed its place and the plan's place in the marketplace, with particular attention to the unique benefits that the health provider will bring to the plan's network?
- Has the provider developed an individualized negotiation strategy that leverages its strengths and its marketplace position, and takes into account its weaknesses?
- Has the provider established a "bottom line", essential deal elements, and the point at which the provider is prepared to walk away from negotiations?

Reviewing the Contract

- Scope of Services:** Does the contract clearly define the scope of services?
- Covered Services:** Does the contract or its attachments clearly identify the covered services available to enrollees?
- Non-Covered Services:** Does the contract specify any requirements that the provider must meet in order to charge enrollees for non-covered services?
- Choice of Practitioner:** Does the contract impose limitations on which types of practitioners may provide services?
- Referrals:** Are policies regarding referrals clearly spelled out in the contract or attached?
- Referrals:** Does the contract allow the provider to determine whether and when to make referrals for specialty care or hospitalization?
- Gag Clauses:** Does the contract impose any limitations on the provider advising an enrollee about the patient's health status or treatment options, the risks, benefits, and consequences of treatment or non-treatment, and the opportunity for the patient to refuse treatment or express preferences about future treatment decisions?
- Access Standards:** Can the provider meet the access and appointment standards under its current resources and staffing?
- Access Standards:** Is payment adequate under the contract to cover all of the costs incurred in meeting the access and appointment standards?
- Enrollee Change of Providers:** Does the contract allow the provider to transfer an enrollee to another primary care provider for cause?
- Claim Submission:** The contract should establish clear timelines for payment of claims and penalties for late payment.
- Clean Claim:** A specific definition of a "clean claim" and associated forms and instructional manuals on claims submission should be provided with the contract.
- Correction of Underpayments and Overpayments:** The contract should not include provisions allowing unilateral recoupment of overpayments by the plan, nor allow the plan to offset any overpayments against future claim payments.
- Amendments:** The contract should not include provisions that allow the plan to unilaterally change the terms of payment.
- Amendments:** Any change to the fee schedule or payments should be negotiated and agreed to by the parties. The provider should try to negotiate for an automatic annual increase in fees or payments.
- Dispute Resolution:** The contract should specifically provide for a dispute resolution process that includes graduated steps (including informal negotiation, mediation, and arbitration).
- Term:** Does the contract specify a reasonable length of time for an initial term?
- Breach:** Does the contract include a provision on breach and give the breaching party an opportunity to cure?
- Renewal:** Is renewal of the agreement contingent on renegotiation and agreement on payment terms?
- Termination:** Does the contract give the provider the ability to terminate the contract if the provider does not agree to proposed amendments?