

**(MCP NAME)**

**Medicaid Addendum**

This Addendum will supplement the Agreement between **(MCP Name)** and **(Provider Name)** effective **(Date)** and will run concurrently with the terms of the Agreement. This Addendum is limited to the terms and conditions governing the provision of and payment for health services provided to Medicaid enrollees who are covered under **(MCP Name's)** Medicaid benefit program as specified in Attachment A.

**ADDENDUM DEFINITIONS**

The following defines the population groups identified in this Addendum:

**MCP** means managed care plan.

**Medicaid** means medical assistance provided under a state plan approved under Title XIX of the Social Security Act.

**Member** means a Medicaid consumer as specified in OAC rule 5101:3-26-02(B) who has selected MCP membership or has been assigned to an MCP for the purpose of receiving health care services and is subsequently enrolled in the MCP.

**OAC** means the Ohio Administrative Code.

**ODJFS** means the Ohio Department of Job and Family Services.

## ADDENDUM PROVISIONS

The provisions of this Medicaid Addendum supersede any language to the contrary which may appear elsewhere in the Agreement.

Participating providers providing health care services to (MCP Name's) members enrolled pursuant to a Medicaid Agreement agree to abide by all of the following specific terms:

1. Provider shall not discriminate in the delivery of services based on the member's race, color, religion, gender, sexual orientation, age, disability, national origin, veteran's status, ancestry, health status or need for health services.
2. Provider shall be bound by the same standards of confidentiality which apply to ODJFS and the state of Ohio as described in OAC rule 5101:1-1-03 and 45 CFR Parts 160 and 164, including standards for unauthorized uses of or disclosures of personal health information (PHI).
3. Provider agrees to comply with the provisions for record keeping and auditing in accordance with OAC rule 5101:3-26.
4. Provider agrees to allow the MCP access to all member medical records for a period of not less than six years from the date of service or until any audit initiated within the six year period is completed and allow access to all record keeping, audits, financial records, and medical records to ODJFS or its designee or other entities as specified in OAC rule 5101:3-26-06(B).
5. Provider agrees that this Agreement and Addendum are governed by, and are construed in accordance with all laws, regulations, and contractual obligations of the MCP.
  - A. ODJFS will notify the MCP and the MCP shall notify the provider of any changes in applicable state or federal law, regulations, waiver, or contractual obligation of the MCP.
  - B. This addendum shall be automatically amended to conform to such changes without the necessity for executing written amendments.
  - C. The MCP shall notify the provider of all applicable contractual obligations.
6. Provider agrees that with the exception of any member co-payments the MCP has elected to implement in accordance with OAC rule 5101:3-26-12, the MCP's payment constitutes payment in full for any covered service and will not charge the member or ODJFS any co-payment, cost sharing, down-payment, or similar charge, refundable or otherwise. This agreement does not prohibit Nursing Facilities (NFs) from collecting patient liability payments from members as specified in OAC rule 5101: 1-39-24 or Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) from submitting claims for

supplemental payments to ODJFS as specified in OAC rules 5101:3-28-07 and 5101:3-16-05.

A. MCP shall notify the provider whether MCP has elected to implement any member co-payments and if applicable under what circumstances member co-payments will be imposed in accordance with OAC rule 5101:3-26-12.

B. Provider agrees that member notification regarding any applicable co-payment amounts must be carried out in accordance with OAC rule 5101:3-26-12.

7. Provider agrees not to hold liable ODJFS and the member in the event that the MCP cannot or will not pay for covered services performed by the provider pursuant to the Agreement with the exception that:

A. Federally Qualified Health Care Centers (FQHCs) and Rural Health Clinics (RHCs) may be reimbursed by ODJFS in the event of MCP insolvency pursuant to Section 1902(bb) of the Social Security Act, or

B. The provider may bill the member when the MCP has denied prior authorization or referral for the services and the following conditions are met:

i. The member was notified by the provider of the financial liability in advance of service delivery.

ii. The notification by the provider was in writing, specific to the service being rendered, and clearly states that the member is financially responsible for the specific service. A general patient liability statement signed by all patients is not sufficient for this purpose; and

iii. The notification is dated and signed by the member.

8. Provider and all employees of the provider are duly registered, licensed or certified under applicable state and federal statutes and regulations to provide the health care services that are the subject of the Agreement and provider and all employees of the provider have not been excluded from participating in federally funded health care programs.

9. If the provider is currently a Medicaid provider, provider must meet the qualifications specified in OAC rule 5101:3-26-05(C).

10. Provider agrees to make member medical records for Medicaid eligible individuals available for transfer to new providers at no cost to the member.

11. Provider agrees to comply with the MCP's quality assessment and performance improvement (QAPI) program.

12. The MCP shall disseminate written policies that include detailed information about the False Claims Act and other provisions named in 1902(a)(68)(A) of the Social Security Act, any related State laws pertaining to civil or criminal penalties, whistleblower protections under such laws, as well as the MCP's policies and procedures for detecting and preventing fraud, waste and abuse; and the subcontractor agrees to abide by the MCP's written policies regarding the False Claims Act and the detection and prevention of fraud, waste and abuse.
13. Provider agrees to comply with the ODJFS external quality review as described in OAC rule 5101:3-26-07.
14. All laboratory testing sites providing services to members must have a current Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver, certificate of accreditation or a certificate of registration along with a CLIA identification number.
15. Home health providers must meet the eligible provider requirements specified in OAC rule Chapter 5101:3-12 and comply with the requirements for home care dependent adults as specified in section 121.36 of the Ohio Revised Code.
16. The terms of the Agreement relating to the beginning date and expiration date or automatic renewal clause, as well as the applicable methods of extension, renegotiation and termination apply to this Addendum.
17. Notwithstanding item 16 of this Addendum, the MCP must give the provider at least sixty days prior notice for the nonrenewal or termination of the Agreement except in cases where an adverse finding by a regulatory agency or health or safety risks dictate that the Agreement be terminated sooner. If the MCP issues a notice to nonrenew or terminate this Agreement due to an adverse finding by a regulatory agency or health or safety risks, the MCP must notify ODJFS within one working day of issuing the notice.
18. Notwithstanding item 16 of this Addendum, the provider may nonrenew or terminate the Agreement if:
  - A. The provider gives the MCP at least sixty days prior notice for the nonrenewal or termination of the agreement. The effective date for the nonrenewal or termination must be the last day of the month; or
  - B. ODJFS has proposed action in accordance with OAC rule 5101:3-26-10(G), regardless of whether the action is appealed. The provider's nonrenewal or termination notice must be received by the MCP within fifteen working days prior to the end of the month in which the provider is proposing nonrenewal or termination. If the notice is not received by this date, the provider must extend the nonrenewal or termination date to the last day of the subsequent month

19. If the MCP receives the provider's notice to nonrenew or terminate this Agreement due to an action proposed by ODJFS in accordance with OAC rule 5101:3-26-10(G) or for a quality of care concern, the MCP agrees to notify ODJFS within one working day of the receipt of the provider's notice.
20. Provider agrees to serve members through the last day the Agreement is in effect.
21. The procedures to be employed upon the ending, nonrenewal, or termination of this Agreement, apply to this Addendum including the provider's agreement to promptly supply all records necessary for the settlement of outstanding medical claims.
22. All primary care physicians (PCPs), individually or as part of a group, agree to serve a minimum of 50 of the MCP's Medicaid members at each practice site and a maximum number of MCP's Medicaid members at each practice site as specified in Attachment B of this Medicaid Addendum.
23. If provider is a third party administrator (TPA), provider agrees to include all elements of OAC rule 5101:3-26-05(D) in its subcontracts and will ensure that its subcontractors will forward information to ODJFS as requested.
24. Provider agrees to provide services as enumerated in (**Schedule, Exhibit, Appendix**) of the (**Agreement, Addendum**) (within the provider's scope of practice).
25. Provider shall be compensated pursuant to the method and in the amounts specified in (**Schedule, Exhibit, Appendix**) of the (**Agreement, Addendum**).
26. Any amendment to the Schedule, Exhibit, or Appendix specified in Sections 24 or 25 of the addendum must be agreed to in writing by both parties.
27. If provider is a PCP, provider agrees to participate in the care coordination requirements outlined in OAC rule 5101:3-26-03.1.
28. If provider is a hospital or hospital system, the Agreement must include the ODJFS Hospital Services Form, Attachment D, which specifies which services of the hospital are included in the Agreement.
29. MCP agrees not to prohibit, or otherwise restrict a provider acting within the lawful scope of practice, from advising or advocating on behalf of a member who is his or her patient for the following:
  - A. The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered.
  - B. Any information the member needs in order to decide among all relevant treatment options.

- C. The risks, benefits, and consequences of treatment versus non-treatment.
  - D. The member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
30. Provider agrees in providing health care services to members to identify and where indicated arrange, pursuant to the mutually agreed upon procedures between the MCP and provider for the following at no cost to the member:
- A. Sign language services.
  - B. Oral interpretation and oral translation services.
31. MCP agrees to fulfill the provider's responsibility to mail or personally deliver notice of the member's right to request a state hearing whenever the provider bills a member for a non-covered service due to denial of payment as specified in OAC rule 5101:3-26-08.4, utilizing the procedures and forms as specified in OAC rule 5101:6-2-35.
32. Provider agrees to contact the MCP's designated twenty-four-hour post-stabilization services phone line to request authorization to provide post-stabilization services in accordance with OAC rule 5101:3-26-03(G).
33. Provider agrees not to identify the addressee as a Medicaid consumer on the outside of the envelope when contacting members by mail.
34. Provider agrees not to bill members for missed appointments.
35. Provider, in performance of the subcontract or in the hiring of any employees for the performance of services under the contract, shall not by reason of race, color, religion, gender, sexual orientation, age disability, national origin, veteran's health status or ancestry, discriminate against any citizen of Ohio in the employment of a person qualified and available to perform the services to which the subcontract relates.
36. Provider shall not in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of services under the subcontract on account of race, color, religion, gender, sexual orientation, age, disability, national origin, veteran's status, health status, or ancestry.

The Ohio Department of Job and Family Services permits changes to Attachments A, B, C and/or D by mutual written agreement of both parties and without renegotiation of the Agreement or this Addendum.

**(MCP Name)** \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**(Provider Name)** \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment A

### COVERED SERVICE AREAS

**Identify the region(s) the provider agrees to serve.** The provider must indicate the region(s) in which it agrees to serve MCPs Medicaid members by marking the appropriate box (es). Providers are not restricted to serving specific regions and may agree to serve the MCP's Medicaid members state-wide by selecting all regions.

- Provider agrees to provide services to MCP's Medicaid members residing in **ALL** Ohio regions.

### **OR**

Provider agrees to provide services to MCP's Medicaid members residing **ONLY** in the following regions:

- North East:** Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina
- North East Central:** Columbiana, Mahoning, Trumbull
- East Central:** Ashland, Carroll, Holmes, Portage, Richland, Stark, Summit, Tuscarawas, Wayne
- South East:** Athens, Belmont, Coshocton, Gallia, Guernsey, Harrison, Jackson, Jefferson, Lawrence, Meigs, Monroe, Morgan, Muskingum, Noble, Vinton, Washington
- Central:** Crawford, Delaware, Fairfield, Fayette, Franklin, Hocking, Knox, Licking, Logan, Madison, Marion, Morrow, Perry, Pickaway, Pike, Ross, Scioto, Union
- South West:** Adams, Brown, Butler, Clermont, Clinton, Hamilton, Highland, Warren
- West Central:** Champaign, Clark, Darke, Greene, Miami, Montgomery, Preble, Shelby
- North West:** Allen, Auglaize, Defiance, Fulton, Hancock, Hardin, Henry, Lucas, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca, Van Wert, Williams, Wood, Wyandot

Nothing in this Attachment A precludes a provider from closing the practice to new patients.

(continued on next page)

*Attachment A Continued:*

**(MCP Name)** \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**(Provider Name)** \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Attachment B

### CAPACITY ATTESTATION

#### [Primary Care Physicians Only]

“Capacity” represents the maximum number of the MCP’s Medicaid members the primary care physician (PCP) agrees to serve. Each PCP’s name must be listed. PCPs individually or as part of a group, must serve a minimum of 50 of the MCP’s Medicaid members at each practice site in order to be listed in MCPs provider directory.

<u>PRACTICE SITE</u>	<u>PHYSICIAN NAME</u>	<u>MAXIMUM CAPACITY #</u>
1) (Practice Name)	_____	(Maximum #) _____
(Address)	_____	(Maximum #) _____
(City Zip Code)	_____	(Maximum #) _____
(County)	_____	(Maximum #) _____
		<b>Total:</b> _____
2) (Practice Name)	_____	(Maximum #) _____
(Address)	_____	(Maximum #) _____
(City Zip Code)	_____	(Maximum #) _____
(County)	_____	(Maximum #) _____
		<b>Total:</b> _____

If the practice has more than two locations or more than five physicians at a location, provider must provide the information requested above in an attached document titled “Attachment B.” If multiple pages are used, the pages must be numbered sequentially on every page (e.g., 1 of 3, 2 of 3, and 3 of 3) and the last page must be signed by the provider and the MCP.

(MCP Name) \_\_\_\_\_

(Provider Name) \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment C

[NON-Primary Care Physicians Only]

<u>PRACTICE SITE</u>	<u>PROVIDER NAME</u>	<u>SPECIALTY</u>
1) (Practice Name) (Address) (City Zip Code) (County)	_____ _____ _____ _____	_____ _____ _____ _____
2) (Practice Name) (Address) (City Zip Code) (County)	_____ _____ _____ _____	_____ _____ _____ _____
3) (Practice Name) (Address) (City Zip Code) (County)	_____ _____ _____ _____	_____ _____ _____ _____

If the practice has more than three locations or more than (5) physicians at a location, please provide the requested information in a document titled "Attachment C". If multiple pages are used, the pages must be numbered sequentially on every page (e.g., 1 of 3, 2 of 3, and 3 of 3) and the last page must be signed by the provider and the MCP.

(MCP Name) \_\_\_\_\_

(Provider Name) \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Attachment D

## HOSPITAL SERVICES FORM

The provider must complete a copy of this form for each hospital covered by the terms and conditions of this addendum. If multiple pages are used, the pages must be numbered sequentially on every page (e.g., 1 of 3, 2 of 3, and 3 of 3) and the signature block must be included on the each page.

1) **Hospital Name and Address:** \_\_\_\_\_  
\_\_\_\_\_

### HOSPITAL SERVICES CATEGORIES:

Please check the applicable line for each category of service the above-named hospital covers.

_____ Adult General Medical/Surgical Services	_____ Midwife Services
_____ Pediatric General Medical/Surgical Services	_____ Practitioner Services
_____ Obstetrical Services	_____ Other _____
_____ Nursery Services Level 1 & 2	
_____ Neonatal Intensive Care Level 3	
_____ Pediatric Intensive Care	
_____ Special Care	

**Hospital does not provide the following hospital service(s) because of an objection on moral or religious grounds:**

Service(s): \_\_\_\_\_  
\_\_\_\_\_

(MCP Name) \_\_\_\_\_

(Provider Name) \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date