

(MCP NAME)

Medicaid Combined Services Subcontract Addendum

This Addendum will supplement the Base Contract between (MCP Name) and (Subcontractor Name) effective (Date) and will run concurrently with the terms of the Base Contract. This Addendum is limited to the terms and conditions governing the provision of and payment for services provided to or on behalf of (MCP Name) in the fulfillment of (MCP Name's) contractual responsibilities to the Ohio Department of Job and Family Services (ODJFS) in the provision of health care services to Medicaid members.

ADDENDUM DEFINITIONS

Base Contract also known as **Agreement** means the contract between the MCP and the Provider.

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.

Provider means a hospital, health care facility, physician, dentist, pharmacy or otherwise licensed, certified, or other appropriate individual or entity, which is authorized to or may be entitled to reimbursement for health care services rendered to an MCP's member.

Subcontractor means a provider or delegated entity contracting with the MCP for the provision of both health care services to members and the fulfillment of any administrative requirements specified in the MCP/ODJFS provider agreement (e.g., a pharmacy benefit manager providing pharmacy services and claims processing)

ADDENDUM PROVISIONS

The provisions of this Medicaid Combined Services Subcontract Addendum supersede any language to the contrary which may appear elsewhere in the Base Contract.

Subcontractor agrees to abide by all of the following specific terms:

1. The terms of the Base Contract, relating to the beginning date and expiration date or automatic renewal clause, as well as applicable methods of extension, renegotiation and termination apply to this Addendum.
2. Notwithstanding Item 1 of this Addendum, the MCP must give the Subcontractor at least sixty days prior notice for the nonrenewal or termination of the Base Contract except in cases where an adverse finding by a regulatory agency or health or safety risks dictate that the contract be terminated sooner.
3. Notwithstanding item 1 of this addendum, the Subcontractor may nonrenew or terminate the Base Contract if one of the following occurs:
 - (A) The subcontractor gives the MCP at least sixty days prior notice for the nonrenewal or termination of the Base Contract. 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 subcontractor'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 subcontractor is proposing nonrenewal or termination. If the notice is not received by this date, the subcontractor must extend the nonrenewal or termination date to the last day of the subsequent month.
4. The procedures to be employed upon the ending, nonrenewal, or termination specified in the Base Contract, apply to this Addendum including an agreement to promptly supply any documentation necessary for the settlement of any reporting requirements or outstanding claims.
5. Subcontractor agrees that if the Base Contract provides for assignment to another entity, no assignment, in whole or in part, shall take effect without 60 days prior notice to both the MCP and ODJFS.
6. Subcontractor agrees that the Base Contract and Addendum are governed by, and are construed in accordance with all applicable laws, regulations, and contractual obligations of the MCP.
 - (A) ODJFS will notify the MCP and the MCP shall notify the subcontractor 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 subcontractor of all applicable contractual obligations.
- 7. Subcontractor agrees not to hold liable both ODJFS and the member in the event that the MCP cannot or will not pay for covered services performed by the subcontractor pursuant to the Base Contract with the exception that:
 - (A) Federally Qualified Health 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) Subcontractor 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 subcontractor of the financial liability in advance of service delivery;
 - (ii) The notification by the subcontractor 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;
 - (iii) The notification is dated and signed by the member.
- 8. Subcontractor agrees to cooperate with the MCP's quality assessment and performance improvement (QAPI) program.
- 9. 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 their False Claims Act and the detection and prevention of fraud, waste and abuse.
- 10. Subcontractor agrees to cooperate with the ODJFS annual external quality review as described in OAC rule 5101:3-26-07.
- 11. Notwithstanding Items 2 and 3 of this Addendum, in the event of a hospital provider's proposed non-renewal or termination of the Base Contract, the hospital provider agrees to notify, in writing, all providers who have admitting privileges at the hospital of the impending non-renewal or termination of the Base Contract and the last date the hospital will provide services to members under the Base Contract. This notice must be sent at least forty-five days prior to the effective date of the proposed non-renewal or termination. If the

hospital provider issues less than forty-five days prior notice to the MCP, the notice to providers who have admitting privileges at the hospital must be sent within one working day of the hospital provider issuing notice of non-renewal or termination of the Base Contract.

12. Subcontractor agrees to release to the MCP and ODJFS any information necessary for the MCP to perform any of its obligations under the ODJFS provider agreement, including but not limited to compliance with reporting and quality assurance requirements.
13. Subcontractor agrees to provide a report to the MCP, on at least a monthly basis, summarizing the status of any delegated activity, including a copy of any required reports or logs maintained by the subcontractor, the submission dates for any required documentation sent to MCP, and indicating any problems, concerns or potential compliance issues which may exist.
14. Subcontractor agrees to provide services through the last day the Base Contract is in effect.
15. Subcontractor and all employees of the subcontractor are duly registered, licensed or certified under applicable state and federal statutes and regulations to provide the services that are the subject of the Base Contract and subcontractor and all employees of the subcontractor have not been excluded from participating in federally funded health care programs.
16. If subcontractor is a third party administrator (TPA) subcontractor agrees to include all elements of this Addendum and/or OAC rule 5101:3-26-05(D) in any sub-agreements, as applicable, and will ensure that its subcontractor will forward information to ODJFS as requested.
17. Subcontractor shall be compensated pursuant to the method and in the amounts specified in **(Schedule, Exhibit, Appendix)** of the **(Agreement, Addendum)**.
18. Any amendment to the Attachment (and **Schedules, Exhibits, Appendices**) specified in Item 17 or on Attachment D of this Addendum must be agreed to in writing by both parties.
19. Subcontractor agrees in providing health care services to members to identify and where indicated arrange pursuant to the mutually agreed upon policies and procedures between the MCP and the subcontractor, for the following at no cost to the member:
 - (A) Sign language services.
 - (B) Oral interpretation and oral translation services.
20. MCP agrees to fulfill the subcontractor's/provider's responsibility to mail or personally deliver notice of the member's right to request a state hearing whenever the subcontractor bills a member due to the MCP's denial of payment of a service, as specified in OAC rule 5101:3-26-08.4, utilizing the procedures and forms as specified in OAC rule 5101:6-2-35.
21. Subcontractor agrees to immediately forward any information regarding a member appeal or grievance (complaint) as defined in OAC rule 5101:3-26-08.4 to the MCP for processing.
22. If the subcontractor is a Medicaid provider, subcontractor must meet the qualifications specified in OAC rule 5101:3-26-05(C).

23. All laboratory testing sites providing services to members must have either a current Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver, certificate of accreditation, certificate of compliance, or a certificate of registration with a CLIA identification number.
24. Any home health provider used for members must meet the requirements specified in OAC 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.
25. If subcontractor is a PCP, subcontractor agrees to participate in the care coordination requirements outlined in OAC rule 5101:3-26-03.1.
26. If subcontractor is a hospital, the Addendum must include the completed ODJFS Hospital Services Form, Attachment C of this Addendum, which specifies which services of the hospital are included in the Base Contract.
27. MCP agrees not to prohibit, or otherwise restrict a subcontractor 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.
28. Subcontractor 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).
29. Subcontractor agrees not to identify the addressee as a Medicaid consumer on the outside of the envelope when contacting members by mail.
30. Subcontractor agrees not to bill members for missed appointments.
31. Subcontractor agrees to supply, upon request, the business transaction information required under 42.C.F.R. 455.105.
32. Subcontractor 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 Base Contract 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;

33. Subcontractor agrees that member notification regarding any applicable co-payment amounts must be carried out in accordance with OAC rule 5101:3-26-12.
34. If the subcontractor has been delegated decision-making authority which may determine the reduction, suspension, denial or termination of services, the MCP must ensure compliance with the state hearing notification requirements specified in OAC rule 5101:6-2-
35. If the subcontractor is delegated this notification responsibility, the subcontractor must agree to copy the MCP on any notification to a member of the member's right to request a state hearing.
36. Subcontractor 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 or disclosures of protected health information (PHI).
37. Subcontractor agrees that their applicable facilities and records will be open to inspection by the MCP, ODJFS or its designee, or other entities as specified in OAC rules 5101:3-26-06.
38. Subcontractor 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 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.
39. Subcontractor agrees to comply with the provisions for record keeping and auditing in accordance with OAC rule 5101:3-26.
40. MCP agrees to provide the subcontractor with copies of all relevant information received from ODJFS.
41. Subcontractor agrees to make patient records for Medicaid eligible individuals available for transfer to new providers at no cost to the patient.
42. Subcontractor shall not discriminate in the delivery of services based on a member's race, color, religion, gender, sexual orientation, age, disability, national origin, military status, ancestry, health status or need for health services.

- 43. Subcontractor in performance of the subcontract or in the hiring of any employees for the performance of services under the subcontract, shall not by reason of race, color, religion, gender, genetic information, sexual orientation, age, disability, national origin, military status, 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.
- 44. Subcontractor 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, genetic information, sexual orientation, age, disability, national origin, military 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 Base Contract of both parties and without renegotiation of the Base Contract or this Addendum.

(MCP Name) _____

(Subcontractor Name) _____

By

By

Printed Name

Printed Name

Title

Title

Date

Date

Attachment A

CAPACITY ATTESTATION

[Primary Care Providers 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 the MCPs provider directory.

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

If the practice has more than two locations or more than five providers at a location, provider must provide the information requested above in an attached document titled “Attachment A.” 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)_____

(Subcontractor Name)_____

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

Attachment B

[NON-Primary Care Providers 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) providers at a location, please provide the requested information in a 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

HOSPITAL SERVICES FORM

The subcontractor 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, 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) _____

(Subcontractor Name) _____

By

By

Printed Name

Printed Name

Title

Title

Date

Date

Attachment D

SERVICES TO BE PROVIDED

The following services are provided for (**MCP Name**):

(examples - list all delegated services/program requirements)

Direct provision of covered OB/Gyn Services

Direct provision of covered hospital, primary care, and specialty services

Credentialing/Recredentialing - (e.g., to begin MM/DD/YY)

Utilization Management (prior authorization/pre-certification)

Case Management - (e.g., to begin MM/DD/YY)

24 Hour toll-free hotline

State Hearing Notification - Forms 4043 and 4046

Claims Processing

Etc . . .

(**MCP Name**) _____

(**Subcontractor Name**) _____

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____