

Choose an item.

Medicaid Combined Services Subcontract Addendum

This Addendum supplements the Base Contract between Choose an item. and **Subcontractor Name** effective **Date** and runs 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 Choose an item. in the fulfillment of Choose an item.'s contractual responsibilities to the Ohio Department of Medicaid (ODM) in the provision of health care services to Medicaid members.

ADDENDUM DEFINITIONS

Agreement/ Base Contract	The contract between the MCP and the subcontractor (delegated entity).
Managed Care Plan (MCP)	A Medicaid managed care plan that enters into a provider agreement with ODM to serve Medicaid consumers, which may include dually-eligible consumers enrolled in the MyCare Ohio (aka Integrated Care Delivery System-ICDS) Plans.
Medicaid	Medical assistance provided under a state plan approved under Title XIX of the Social Security Act.
Member	A Medicaid recipient enrolled under the care management system pursuant to ORC 5167.
OAC	Ohio Administrative Code.
ODM	Ohio Department of Medicaid.
ORC	Ohio Revised Code.
Provider	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	A provider or delegated entity contracting with the MCP and providers employed by the MCP for the provision of both health care services to members and the fulfillment of any administrative requirements specified in the MCP/ODM 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 the contract be terminated

sooner.

3. Notwithstanding item 1 of this addendum, the Subcontractor may non-renew 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) ODM has proposed action in accordance with OAC Chapter 5160, including OAC rule 5160-26-10(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 outstanding claims.
5. Subcontractor agrees 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 the MCP.
6. Subcontractor agrees 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) ODM 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 ODM and the member in the event 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 ODM 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 in all the MCP's provider subcontracts and employment agreements for physician and nonphysician providers.
- 9. The MCP shall disseminate written policies that include detailed information about the False Claims Act and other provisions named in 42 U.S.C. Section 1396a(a)(68), 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 ODM annual external quality review as described in OAC Chapter 5160, including rule 5160-26-07.
- 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 fewer 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 ODM any information necessary for the MCP to perform any of its obligations under the ODM 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 are not 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 5160-26-05(D) in any sub-agreements, as applicable, and ensure its subcontractor will forward information to ODM as requested.

17. Subcontractor shall be compensated pursuant to the method and in the amounts specified in **Schedule, Exhibit, Appendix** of the **Agreement, Addendum, Amendment**. Name the document and section of the document that specifies compensation. (Example: Schedule IV, Appendix B of the Agreement)
18. Provider agrees to provide services to all eligible Medicaid consumer populations as specified in the Ohio Department of Medicaid Provider Agreement. Indicate one or both:
 Medicaid non-dual populations MyCare Ohio Medicare/Medicaid populations
19. Provider agrees to provide services to MyCare Ohio consumers within the designated service area.
20. Any amendment to the **Schedules, Exhibits, Appendices** specified in Item 17 or on Attachment D of this Addendum must be agreed to in writing by both parties.
21. 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.
22. 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 Medicaid service, as specified in OAC Chapter 5160, including rule 5160-26-08.4, utilizing the procedures and forms as specified in OAC rule 5101:6-2-35.
23. If the subcontractor is a Medicaid provider, subcontractor must meet the qualifications specified in OAC Chapter 5160, including rule 5160-26-05(C).
24. 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.
25. Any home health provider used for members must meet the requirements specified in OAC Chapter 5160-12 and comply with the requirements for home care dependent adults as specified in section 121.36 of the Ohio Revised Code.
26. If provider is a primary care provider, provider agrees to participate in the care coordination requirements outlined in OAC Chapter 5160, including rule 5160-26-03.1.
27. If subcontractor is a hospital, the Addendum must include the completed ODM Hospital Services Form, Attachment C of this Addendum, which specifies which services of the hospital are included in the Base Contract.
28. 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.
29. 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 Chapter 5160, including rule 5160-26-03(G).
30. Subcontractor agrees not to identify the addressee as a Medicaid consumer on the outside of the envelope when contacting members by mail.
31. Subcontractor agrees not to bill members for missed appointments.
32. Subcontractor agrees to supply, upon request, the business transaction information required under 42.C.F.R. 455.105.
33. Subcontractor agrees, with the exception of any member co-payments, the MCP elected to implement in accordance with OAC Chapter 5160, including rule 5160-26-12, the MCP's payment constitutes payment in full for any covered service and will not charge the member or ODM any co-payment, cost sharing, down-payment, or similar charge, refundable or otherwise. This Agreement does not prohibit Nursing Facilities (NFs) or waiver entities from collecting patient liability payments from members as specified in OAC rule 5160:1-3-24 or Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) from submitting claims for supplemental payments to ODM as specified in OAC rules 5160-28-07 and 5160-16-05.
- (A) MCP shall notify the subcontractor whether the MCP elected to implement any member co-payments and, if applicable, under what circumstances member co-payments are imposed in accordance with OAC Chapter 5160, including rule 5160-26-12;
34. Subcontractor agrees member notification regarding any applicable co-payment amounts must be carried out in accordance with OAC Chapter 5160, including rule 5160-26-12.
35. If the subcontractor is delegated decision-making authority which may determine the reduction, suspension, denial or termination of services and the subcontractor issues the state hearing notification to the member, 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 ODM and the state of Ohio as described in OAC rule 5160:1-1-51.1 and 45 CFR Parts 160 and 164, including standards for unauthorized uses or disclosures of protected health information (PHI).

37. Subcontractor agrees their applicable facilities and records will be open to inspection by the MCP, ODM or its designee, or other entities as specified in OAC rules 5160-26-06.
38. Subcontractor agrees to allow the MCP access to all member medical records for a period of not fewer than eight years from the date of service, or until any audit initiated within the eight year period is completed, and allow access to all record keeping, audits, financial records, and medical records to ODM or its designee or other entities as specified in OAC Chapter 5160, including rule 5160-26-06. At least three of the eight year-period of documentation must be readily available.
39. Subcontractor agrees to comply with the provisions for record keeping and auditing in accordance with OAC Chapter 5160, including rule 5160-26-06.
40. Subcontractor agrees to make patient records for Medicaid eligible individuals available for transfer to new providers at no cost to the patient.
41. Subcontractor shall not discriminate in the delivery of services based on a member's race, color, religion, gender, genetic information, sexual orientation, age, disability, national origin, military status, ancestry, health status or need for health services.
42. 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.
43. 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 Medicaid permits changes to Attachments A, B, C and/or D by mutual written agreement of both parties and without renegotiation of the Base Contract or this Addendum.

Signatures	
MCP Name: <u>Choose an item.</u>	Subcontractor Name:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Attachment A: Primary Care Provider Attestation

To be completed for Primary Care Providers (PCPs) only. ‘Capacity’ represents the maximum number of the MCP’s Medicaid-only members the primary care provider (PCP) agrees to serve. 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 MCP’s provider directory. **List all PCP names are contracted with to provide services to Medicaid Members.**

<u>Practice Site</u>	<u>Physician Name</u>	<u>Capacity Max.</u>
1. Group Name	Name	Maximum #
Address	Name	Maximum #
City Zip Code	Name	Maximum #
	Name	Maximum #
	Name	Maximum #
2. Group Name	Name	Maximum #
Address	Name	Maximum #
City Zip Code	Name	Maximum #
	Name	Maximum #
	Name	Maximum #
3. Group Name	Name	Maximum #
Address	Name	Maximum #
City Zip Code	Name	Maximum #
	Name	Maximum #
	Name	Maximum #

Total: _____

If the practice has more than two locations or more than five PCPs at a location, 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.

Signatures	
MCP Name: <u>Choose an item.</u>	Provider Name:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Attachment B: Non-Primary Care Providers Only

List all **non-PCP** names are contracted with to provide services to Medicaid Members.

<u>PRACTICE SITE</u>	<u>PROVIDER NAME</u>	<u>SPECIALTY</u>
1. GROUP NAME	NAME	SPECIALTY
ADDRESS	NAME	SPECIALTY
CITY, ZIP CODE	NAME	SPECIALTY
2. GROUP NAME	NAME	SPECIALTY
ADDRESS	NAME	SPECIALTY
CITY, ZIP CODE	NAME	SPECIALTY
3. GROUP NAME	NAME	SPECIALTY
ADDRESS	NAME	SPECIALTY
CITY, ZIP CODE	NAME	SPECIALTY

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.

Signatures	
MCP Name: <u>Choose an item.</u>	Provider Name:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Attachment C: 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. Name and Address

Hospital Name: Click here to enter text.
Address: (including county): Click here to enter text.

2. Hospital Services Categories

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

<input type="checkbox"/> Adult General Medical/Surgical Services	<input type="checkbox"/> Midwife Services
<input type="checkbox"/> Pediatric General Medical/Surgical Services	<input type="checkbox"/> Outpatient Surgery
<input type="checkbox"/> Obstetrical Services	<input type="checkbox"/> Pediatric Intensive Care
<input type="checkbox"/> Nursery Services	<input type="checkbox"/> Special Care
<input type="checkbox"/> Nursery Services Level 1 & 2	<input type="checkbox"/> Psychiatric Services
<input type="checkbox"/> Neonatal Intensive Care -- Level 3	<input type="checkbox"/> Practitioner Services
<input type="checkbox"/> Adult Intensive Care	<input type="checkbox"/> Other Click here to enter text.

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

Signatures	
MCP Name: Choose an item.	Provider Name:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Attachment D: Services Provided

Provider agrees to provide services as enumerated below (specify below):

<input type="checkbox"/> Ambulance transportation	<input type="checkbox"/> Mental health and/or substance abuse services
<input type="checkbox"/> Ambulette transportation	<input type="checkbox"/> Nursing facility services
<input type="checkbox"/> Ambulatory Surgery Center	<input type="checkbox"/> Obstetrical and/or gynecological services
<input type="checkbox"/> Advanced practice nurse services specify: _____	<input type="checkbox"/> Ophthalmology services
<input type="checkbox"/> Chiropractic services	<input type="checkbox"/> Outpatient hospital services
<input type="checkbox"/> Dental services	<input type="checkbox"/> Physical and occupational therapy
<input type="checkbox"/> Durable medical equipment (DME)	<input type="checkbox"/> Podiatry services
<input type="checkbox"/> Emergency Services	<input type="checkbox"/> Pharmacy
<input type="checkbox"/> Family planning services and supplies	<input type="checkbox"/> Physician services
<input type="checkbox"/> Federally Qualified Health Center services	<input type="checkbox"/> Primary care provider services
<input type="checkbox"/> Home health services/Private Duty Nursing	<input type="checkbox"/> Renal dialysis
<input type="checkbox"/> Hospice care	<input type="checkbox"/> Rural Health Clinic services
<input type="checkbox"/> Medical Imaging	<input type="checkbox"/> Specialty physician services, Specify (e.g., cardiology, allergy, etc): _____
<input type="checkbox"/> Inpatient hospital services	<input type="checkbox"/> Speech and hearing services
<input type="checkbox"/> Laboratory services	<input type="checkbox"/> Vision (optical) services, including eyeglasses
<input type="checkbox"/> Other Click here to enter text.	

Community Behavioral Health Services (included only in the MyCare Ohio benefit package)

<input type="checkbox"/> Pharmacological Management	<input type="checkbox"/> Ambulatory Detox
<input type="checkbox"/> Behavioral Health Assessment	<input type="checkbox"/> Targeted Case Management for AOD
<input type="checkbox"/> Behavioral Health Counseling and Therapy	<input type="checkbox"/> Intensive Outpatient
<input type="checkbox"/> Crisis Intervention	<input type="checkbox"/> Laboratory urinalysis
<input type="checkbox"/> Partial Hospitalization	<input type="checkbox"/> Med –Somatic
<input type="checkbox"/> Community Psychiatric Support Treatment	<input type="checkbox"/> Methadone Administration

Home and Community Based Services (included only in the MyCare Ohio benefit package)

** indicates service provider types which may be counted in more than 1 county or region. All others may only count in the county where the provider is physically located.*

<input type="checkbox"/> Out of Home Respite Services	<input type="checkbox"/> Waiver Nursing Services
<input type="checkbox"/> Adult Day Health Services	<input type="checkbox"/> Home Delivered Meals*
<input type="checkbox"/> Waiver Transportation*	<input type="checkbox"/> Assisted Living Services
<input type="checkbox"/> Chore Services*	<input type="checkbox"/> Home Care Attendant
<input type="checkbox"/> Social Work Counseling	<input type="checkbox"/> Choices Home Care Attendant
<input type="checkbox"/> Emergency Response Services*	<input type="checkbox"/> Enhanced Community Living Services
<input type="checkbox"/> Home Modification Maintenance and Repair*	<input type="checkbox"/> Nutritional Consultation
<input type="checkbox"/> Personal Care Services	<input type="checkbox"/> Independent Living Assistance
<input type="checkbox"/> Homemaker Services	<input type="checkbox"/> Community Transition Services
<input type="checkbox"/> Pest Control*	<input type="checkbox"/> Alternative Meals Service
<input type="checkbox"/> Home Medical Equipment and Supplemental Adaptive and Assistive Device Services*	

The following services are provided for (Choose an item.):

<input type="checkbox"/> Credentialing/Recertification - (e.g., to begin MM/DD/YY)
<input type="checkbox"/> Utilization Management (prior authorization/pre-certification)
<input type="checkbox"/> Case Management and/or Waiver Services Coordination - (e.g., To begin MM/DD/YY)
<input type="checkbox"/> 24-hour Toll-Free Hotline
<input type="checkbox"/> State Hearing Notification - Forms 4043, 4046, and 4066
<input type="checkbox"/> Claims Processing
<input type="checkbox"/> Other: Click here to enter text.

Signatures	
MCP Name: <u>Choose an item.</u>	Provider Name:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date: