

**(MCP NAME)**

**Medicaid Combined Services Subcontract Addendum**

This Addendum will supplement the Agreement between **(MCP Name)** and **(Subcontractor/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 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 who are covered under **(MCP Name)** Medicaid benefit program as specified in Attachment A.

**ADDENDUM DEFINITIONS**

**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 Combined Services Subcontract Addendum supersede any language to the contrary which may appear elsewhere in the Agreement.

Participating subcontractor/providers agree to abide by all of the following specific terms:

1. Attachment A identifies the services to be provided by the subcontractor/provider, including an implementation timetable, if applicable.
2. Subcontractor/Provider 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.
3. Subcontractor/Provider 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/provider, the submission dates for any required documentation sent to MCP, and indicating any problems, concerns or potential compliance issues which may exist.
4. Subcontractor/Provider 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(B) and (F).
5. Subcontractor/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 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) and (F).
6. The terms of the Agreement, 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.
7. Notwithstanding Item 6 of this Addendum, the MCP must give the subcontractor/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 contract 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.
8. Notwithstanding item 6 of this addendum, the subcontractor/provider may nonrenew or terminate the Agreement if:
  - (A) The subcontractor/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 subcontractor/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 subcontractor/provider is proposing nonrenewal or termination. If the notice is not received by this date, the subcontractor/provider must extend the nonrenewal or termination date to the last day of the subsequent month.

9. If the MCP receives the subcontractor/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 subcontractor/provider's notice.
10. Subcontractor/Provider agrees to provide services through the last day the Agreement is in effect.
11. The procedures to be employed upon the ending, nonrenewal, or termination of this Agreement, apply to this Addendum including the subcontractor/provider's agreement to promptly supply any documentation necessary for the settlement of any reporting requirements or outstanding claims.
12. Subcontractor/Provider agrees that if the Agreement 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.
13. Subcontractor/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 subcontractor/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 subcontractor/provider of all applicable contractual obligations.
14. Subcontractor/Provider shall not discriminate in the delivery of services based on a member's race, color, religion, gender, sexual orientation, age, disability, national origin, veteran's status, ancestry, health status or need for health services.
15. Subcontractor/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 or disclosures of protected health information (PHI).
16. Subcontractor/Provider agrees to comply with the provisions for record keeping and auditing in accordance with OAC rule 5101:3-26.

17. Subcontractor/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) Subcontractor/Provider agrees that member notification regarding any applicable co-payment amounts must be carried out in accordance with OAC rule 5101:3-26-12.
  
18. 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/provider pursuant to the Agreement 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/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 subcontractor/provider of the financial liability in advance of service delivery;
    - (ii) The notification by the subcontractor/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;
    - (iii) The notification is dated and signed by the member.
  
19. Subcontractor/Provider and all employees of the subcontractor/provider are duly licensed or certified under applicable state and federal statutes and regulations to provide the services that are the subject of the Agreement and subcontractor/provider and all employees of the subcontractor/provider have not been excluded from participating in federally funded health care programs.

20. If subcontractor/provider is a third party administrator (TPA) subcontractor/provider 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/providers will forward information to ODJFS as requested.
21. Subcontractor/Provider shall be compensated pursuant to the method and in the amounts specified in (**Schedule, Exhibit, Appendix**) of the (**Agreement, Addendum**).
22. Any amendment to the Attachment (and **Schedules, Exhibits, Appendices**) specified in Sections 1 and 21 of the Addendum must be agreed to in writing by both parties.
23. Subcontractor/Provider 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/provider, for the following at no cost to the member:
  - (A) Sign language services.
  - (B) Oral interpretation and oral translation services.
24. If the subcontractor/provider 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/provider is delegated this notification responsibility, the subcontractor/provider must agree to copy the MCP on any notification to a member of the member's right to request a state hearing.
25. 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/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.
26. Subcontractor/Provider 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.
27. MCP agrees to provide the subcontractor/provider with copies of all relevant information received from ODJFS.
28. If the subcontractor/provider is currently a Medicaid provider, subcontractor/provider must meet the qualifications specified in OAC rule 5101:3-26-05(C).
29. Subcontractor agrees to make available for transfer to new providers the medical records of members at no cost to the individual.
30. Subcontractor/Provider agrees to comply with the MCP's quality assessment and performance improvement (QAPI) program.
31. 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/provider agrees to abide by the MCP's written policies regarding their False Claims Act and the detection and prevention of fraud, waste and abuse.

32. Subcontractor/Provider agrees to comply with the ODJFS annual external quality review as described in OAC rule 5101:3-26-07.
33. 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.
34. 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.
35. 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.
36. If subcontractor/provider is a PCP, subcontractor/provider agrees to participate in the care coordination requirements outlined in OAC rule 5101:3-26-03.1.
37. If subcontractor/provider is a hospital, the Addendum must include the completed ODJFS Hospital Services Form, Attachment D, which specifies which services of the hospital are included in the Agreement. If subcontractor/provider is a hospital system, the Agreement must include the ODJFS Hospital Services Form for each hospital included in the system, or must specify on one Hospital System Services Form, Attachment D, which services are provided by each of the hospitals in the system.
38. Notwithstanding Items 17 and 18 of this Addendum, in the event of a hospital provider's proposed non-renewal or termination of the Agreement, the hospital provider agrees to notify all providers who have admitting privileges at the hospital of the impending non-renewal or termination of the Agreement and the last date the hospital will provide services to members under the Agreement. 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 Agreement.
39. MCP agrees not to prohibit, or otherwise restrict a subcontractor/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.

- 40. Subcontractor/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).
- 41. Subcontractor/Provider agrees not to identify the addressee as a Medicaid consumer on the outside of the envelope when contacting members by mail.
- 42. Subcontractor/Provider agrees not to bill members for missed appointments.
- 43. Subcontractor/Provider 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, sexual orientation, age, disability, national origin, veteran's 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/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)** \_\_\_\_\_

**(Subcontractor/Provider Name)** \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
By

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment A

### COVERED AREAS and SERVICES

Section 1
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**Identify the region(s) the subcontractor/provider agrees to serve.** The subcontractor/provider must indicate the region(s) in which it agrees to serve MCPs Medicaid members by marking the appropriate box (es). Subcontractors/Providers are not restricted to serving specific regions and may agree to serve the MCP's Medicaid members state-wide by selecting all regions.

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

**OR**

Subcontractor/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 Section 1 of Attachment A precludes a subcontractor/provider from closing the practice to new patients.

(continued on next page)

*Attachment A Continued:*

Section 2

**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/Provider Name**)\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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 the 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) \_\_\_\_\_

(Subcontractor/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 subcontractor/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, 3 of 3) and the signature block must be included on the each page.

### Attachment D HOSPITAL SERVICES FORM

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

#### 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"/> Practitioner Services |
| <input type="checkbox"/> Obstetrical Services                        | <input type="checkbox"/> Other                 |
| <input type="checkbox"/> Nursery Services Level 1 & 2                |  |
| <input type="checkbox"/> Neonatal Intensive Care Level 3             | -  |
| <input type="checkbox"/> Pediatric Intensive Care                    |  |
| <input type="checkbox"/> 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/provider Name) \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
By

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date