

(MCP NAME)

Medicaid Delegation Subcontract Addendum

This Addendum will supplement the Base Contract between **(MCP Name)** and **(Delegated 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 services 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 Subcontractor.

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 Delegation Subcontract Addendum supersede any language to the contrary which may appear elsewhere in the Base Contract.

Participating delegated subcontractors agree to abide by all of the following specific terms:

1. Attachment A describes the services to be provided by the delegated subcontractor, including an implementation timetable, if applicable.
2. 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.
3. Subcontractor agrees to provide a report to the MCP, on at least a monthly basis, summarizing the status of the delegated activity, including a copy of any required reports or logs maintained by the subcontractor, the submission dates for any required documentation sent to ODJFS, and indicating any problems, concerns or potential compliance issues which may exist.
4. 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.
5. 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.
6. Notwithstanding Item 5 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 Base Contract be terminated sooner.
7. Notwithstanding item 5 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 of 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.
8. Subcontractor agrees to provide services through the last day the Base Contract is in effect.

9. The procedures to be employed upon the ending, nonrenewal, or termination of this Base Contract, apply to this Addendum including the subcontractor's Base Contract to promptly supply any documentation necessary for the settlement of any reporting requirements or outstanding claims.
10. 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 Base Contract and Addendum shall be automatically amended to conform to such changes without the necessity for written execution.
 - (C) The MCP shall notify the provider of all applicable contractual obligations.
11. 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.
12. Subcontractor shall be bound by the same standards of confidentiality that apply to the ODJFS and the state of Ohio as described in OAC rule 5101:1-1-03 and 45CFR Parts 160 and 164, including standards for unauthorized uses or disclosures of protected health information (PHI).
13. Subcontractor agrees to comply with the provisions for record keeping and auditing in accordance with OAC rule 5101:3-26.
14. Subcontractor agrees that the MCP's payment constitutes payment in full for any covered services or for any other services performed by the subcontractor pursuant to the Base Contract and will not charge the member or ODJFS any copayment, cost sharing, down-payment, or similar charge, refundable or otherwise.
15. 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.
16. Subcontractor and all employees of 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 subcontractor have not been excluded from participating in federally funded health care programs.
17. If subcontractor is a third party administrator (TPA), subcontractor agrees to include all elements of this Addendum in its subcontracts and will ensure that its subcontractors will forward information to ODJFS as requested.

18. Subcontractor shall be compensated pursuant to the method and in the amounts specified in **(Schedule, Exhibit, Appendix)** of the **(Agreement, Addendum)**.
19. Any amendment to the Attachment (and **Schedules, Exhibits, Appendices**) specified in items 1 and 20 of this Addendum must be agreed to in writing by both parties.
20. Subcontractors providing direct services to members agree to identify and where indicated arrange pursuant to the mutually agreed upon policies and procedures between the MCP and subcontractor, for the following at no cost to the member:
 - (A) Sign language services.
 - (B) Oral interpretation and oral translation services.
21. 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.
22. Subcontractor agrees to immediately forward any information regarding a member's appeal or grievance (complaint) as defined in OAC rule 5101:3-26-08.4 to the MCP for processing.
23. MCP agrees to provide the subcontractor with copies of all relevant information received from ODJFS.
24. Subcontractor agrees not to identify the addressee as a Medicaid consumer on the outside of the envelope when contacting members by mail.
25. Subcontractor in performance of the subcontract or in the hiring of any employees for the performances of service under the subcontract, shall not by reason of race, color, religion, gender, sexual orientation, age, disability, national origin, military status, health status genetic information 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.
26. 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, sexual orientation, age, disability, national origin, military status, health status, genetic information or ancestry.
27. Subcontractor agrees to cooperate with the MCP's quality assessment and performance improvement (QAPI) program.
28. 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 protection 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.

- 29. Subcontractor must cooperate with the ODJFS external quality review identified in OAC rule 5101:3-26-07.
- 30. Subcontractor must supply, upon request, the business transaction information required under 42 C.F.R. 455.105.

The Ohio Department of Job and Family Services permits changes to Attachment A by mutual written agreement 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

SERVICES TO BE PROVIDED

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

(examples - list all delegated services/program requirements)

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 _____