

THE OHIO DEPARTMENT OF MEDICAID
MYCARE OHIO PROVIDER AGREEMENT
FOR MYCARE OHIO PLAN

This Provider Agreement (hereinafter Provider Agreement or Agreement) is entered into between the State of Ohio, The Ohio Department of Medicaid, (hereinafter referred to as ODM) whose principal offices are located in the City of Columbus, County of Franklin, State of Ohio, and INSERT CORPORATE NAME, MyCare Ohio Plan (hereinafter referred to as MCOP), an Ohio corporation, whose principal office is located in the city of INSERT CITY, County of INSERT COUNTY, State of Ohio.

The MCOP is licensed as a Health Insuring Corporation by the State of Ohio, Department of Insurance (hereinafter referred to as ODI), pursuant to Chapter 1751 of the Ohio Revised Code (ORC) and is organized and agrees to operate as prescribed by Chapter 5160-58 of the Ohio Administrative Code (OAC), and other applicable portions of the OAC as amended from time to time.

The MCOP is an entity eligible to enter into a provider agreement in accordance with 42 CFR (Code of Federal Regulations) 438.3 and is engaged in the business of providing comprehensive health care services as defined in 42 CFR 438.2 through the managed care program for the Medicaid-Medicare eligible population described in OAC rule 5160-58-02 and any other Medicaid eligible populations authorized by the Centers for Medicare and Medicaid Services (CMS).

The goal of MyCare Ohio is for MCOPs to manage the full continuum of Medicare and Medicaid benefits for their members, providing coordination of long-term care services, behavioral health services, and physical health services. Each MCOP has entered into a Three-Way Contract (Three-Way) with the United States Department of Health and Human Services Centers for Medicare & Medicaid Services and ODM. The Three-Way, which is incorporated as if rewritten herein sets forth comprehensive requirements for MCOPs regarding program operation, enforcement, monitoring and oversight. If an express conflict exists between the Three-Way and this Agreement, the Three-Way controls.

Dual benefits members, also known as opt-in members, are defined in OAC rule 5160-58-01 as individuals enrolled in an MCOP for whom the MCOP is responsible for the coordination and payment of both Medicare and Medicaid benefits. Medicaid-only members, also known as opt-out members, are defined in OAC rule 5160-58-01 to include individuals enrolled in an MCOP for whom the MCOP is responsible for coordination and payment of only Medicaid benefits. This Agreement applies to both dual benefits members and Medicaid-only members, unless otherwise specified herein.

ODM, as the single state agency designated to administer the Medicaid program under Section 5162.03 of the ORC and Title XIX of the Social Security Act, desires to obtain MCOP services for the benefit of certain Medicaid recipients. In so doing, the MCOP has provided and will continue to provide proof of the MCOP's capability to provide quality services, efficiently, effectively and economically during the term of this Agreement.

This Provider Agreement is a contract between ODM and the undersigned MCOP, provider of medical assistance, pursuant to the federal contracting provisions of 42 CFR 434.6 and 438.6 in which the MCOP agrees to provide comprehensive Medicaid services through the managed care program as provided in Chapter 5160-58 of the OAC, assuming the risk of loss, and at all times complying with federal and state laws and regulations, federal and state Medicaid program requirements, and other requirements as specified by ODM. This includes without limitation Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rev. 7/2017

Rehabilitation Act of 1973; the Americans with Disabilities Act; and Section 1557 of the Affordable Care Act.

ARTICLE I – GENERAL

- A. ODM enters into this Agreement in reliance upon the MCOP's representations that it has the necessary expertise and experience to perform its obligations hereunder, and the MCOP represents and warrants that it does possess such necessary expertise and experience.
- B. The MCOP agrees to communicate with the Director of the Office of Managed Care (OMC) (hereinafter referred to as OMC) or his or her designee as necessary in order for the MCOP to ensure its understanding of the responsibilities and satisfactory compliance with this Provider Agreement.
- C. The MCOP agrees to furnish its staff and services as necessary for the satisfactory performance of the services as enumerated in this Provider Agreement.
- D. ODM may, from time to time as it deems appropriate, communicate specific instructions and requests to the MCOP concerning the performance of the services described in this Provider Agreement. Upon such notice and within the designated time frame after receipt of instructions, the MCOP shall comply with such instructions and fulfill such requests to the satisfaction of the department. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the services described in this Provider Agreement, and are not intended to amend or alter this Provider Agreement or any part thereof.

ARTICLE II - TIME OF PERFORMANCE

- A. Upon approval by the Director of ODM, this Provider Agreement shall be in effect from the date executed and shall run concurrently with the Three-Way, including any permissible renewals pursuant to Section 5.7 of the Three-Way, unless this Provider Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

ARTICLE III - REIMBURSEMENT

- A. ODM will reimburse the MCOP in accordance with the terms of this Agreement or OAC, as applicable.

ARTICLE IV - RELATIONSHIP OF PARTIES

- A. ODM and the MCOP agree that, during the term of this Agreement, the MCOP shall be engaged with ODM solely on an independent contractor basis, and neither the MCOP nor its personnel shall, at any time or for any purpose, be considered as agents, servants or employees of ODM or the state of Ohio. The MCOP shall therefore be responsible for all the MCOP's business expenses, including, but not limited to, employee's wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

- B. The MCOP agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.
- C. ODM retains the right to ensure that the MCOP's work is in conformity with the terms and conditions of this Agreement.
- D. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

ARTICLE V - CONFLICT OF INTEREST; ETHICS LAWS

- A. In accordance with the safeguards specified in section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) and other applicable federal requirements, no officer, member or employee of the MCOP, the Director of OMC, or other ODM employee who exercises any functions or responsibilities in connection with the review or approval of this Provider Agreement or provision of services under this Provider Agreement shall, prior to the completion of such services or reimbursement, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with, or would compromise in any manner or degree the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such services. For purposes of this article, "members" does not include individuals whose sole connection with the MCOP is the receipt of services through a health care program offered by the MCOP.
- B. The MCOP represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. The MCOP further represents, warrants, and certifies that neither the MCOP nor any of its employees will do or cause any act or omit any action that is inconsistent with such laws.
- C. The MCOP hereby covenants that the MCOP, its officers, members and employees of the MCOP, shall not, prior to the completion of the work under this Agreement, voluntarily acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner of degree the discharge and fulfillment of his or her functions and responsibilities under this Provider Agreement. The MCOP shall periodically inquire of its officers, members and employees concerning such interests.
- D. Any such person who acquires an incompatible, compromising or conflicting personal or business interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to ODM in writing. Thereafter, he or she shall not participate in any action affecting the services under this Provider Agreement, unless ODM shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Director, OMC, ODM.
- E. No officer, member or employee of the MCOP shall promise or give to any ODM employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The MCOP, along with its officers, members and employees, understand and agree to take no action, or cause ODM or its employees to take any action, which is inconsistent with the applicable Ohio ethics and conflict of interest laws including without limitation those provisions found in Chapter 102 and Chapter 2921 of the ORC.

F. The MCOP hereby covenants that the MCOP, its officers, members and employees are in compliance with section 102.04 of the ORC and that if MCOP is required to file a statement pursuant to 102.04(D)(2) of the ORC, such statement has been filed with the ODM in addition to any other required filings.

ARTICLE VI - NONDISCRIMINATION OF EMPLOYMENT

A. The MCOP agrees that in the performance of this Provider Agreement or in the hiring of any employees for the performance of services under this Provider Agreement, the MCOP shall not by reason of race, color, religion, gender, gender identity, sexual orientation, age, disability, national origin, military status, health status, genetic information or ancestry, discriminate against any individual in the employment of an individual who is qualified and available to perform the services to which the Provider Agreement relates.

B. The MCOP agrees that it shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance or services under the Provider Agreement on account of race, color, religion, gender, sexual orientation, age, disability, national origin, military status, health status, genetic information or ancestry.

C. In addition to requirements imposed upon subcontractors in accordance with OAC Chapter 5160-58, the MCOP agrees to hold all subcontractors and persons acting on behalf of the MCOP in the performance of services under this Provider Agreement responsible for adhering to the requirements of paragraphs (A) and (B) above and shall include the requirements of paragraphs (A) and (B) above in all subcontracts for services performed under this Provider Agreement, in accordance with OAC rules 5160-58-01.1 and 5160-26-05.

ARTICLE VII - RECORDS, DOCUMENTS AND INFORMATION

A. The MCOP agrees that all records, documents, writings or other information produced by the MCOP under this Provider Agreement and all records, documents, writings or other information used by the MCOP in the performance of this Provider Agreement shall be treated in accordance with OAC rules 5160-58-01.1 and 5160-26-06 and must be provided to ODM, or its designee, if requested. The MCOP must maintain an appropriate record system for services provided to members. The MCOP must retain all records in accordance with 42 CFR 438.3(u) and comply with the audit and inspection rights of those records in accordance with 42 CFR 438.3(h).

B. All information provided by the MCOP to ODM that is proprietary shall be held to be strictly confidential by ODM. Proprietary information is information which, if made public, would put the MCOP at a disadvantage in the market place and trade of which the MCOP is a part [see ORC Section 1333.61(D)]. The MCOP agrees to expressly indicate by marking the top or bottom of each individual record containing information the MCOP deems proprietary or trade secret, regardless of media type (CD-ROM, Excel file etc.) prior to its release to ODM. Upon request from ODM, the MCOP agrees to promptly notify ODM in writing of the nature of the proprietary information including all reasonable evidence regarding the nature of the proprietary information in records submitted to ODM. The MCOP also agrees to provide for the legal defense of all proprietary information submitted to ODM. ODM shall promptly notify the MCOP in writing or via email of the need to legally defend the proprietary information such that the MCOP is afforded the opportunity to adequately defend such information. Failure to provide such prior notification or failure to

legally defend the proprietary nature of such information is deemed to be a waiver of the proprietary nature of the information, and a waiver of any right of the MCOP to proceed against ODM for violation of this Provider Agreement or of any proprietary or trade secret laws. Such failure shall also be deemed a waiver of trade secret protection in that the MCOP will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. The provisions of this Article are not self-executing.

C. The MCOP shall not use any information, systems, or records made available to it for any purpose other than to fulfill the duties specified in this Provider Agreement. The MCOP agrees to be bound by the same standards of confidentiality that apply to the employees of ODM and the State of Ohio, including without limitation the confidentiality requirements found in 42 CFR Part 431 Subpart F and ORC 5160.45, as well as 42 CFR Part 2 and ORC 5119.27, as applicable. The terms of this section shall be included in any subcontracts executed by the MCOP for services under this Provider Agreement. The MCOP must implement procedures to ensure that in the process of coordinating care, each enrollee's privacy is protected consistent with the confidentiality requirements in 45 CFR parts 160 and 164.

D. The MCOP agrees, certifies and affirms that HHS, US Comptroller General or representatives of either entity will have access to books, documents, and other business records of the MCOP.

E. All records relating to performance, under or pertaining to this Provider Agreement will be retained by the MCOP in accordance to the appropriate records retention schedule. The appropriate records retention schedule for this Provider Agreement is for a total period of eight years. Beginning January 1, 2018, pursuant to 42 CFR 438.3(u) and 42 CFR 438.3(h), the appropriate records retention schedule for this provider agreement is for a total period of 10 years as are the audit and inspection rights for those records. For the initial three years of the retention period, the records must be stored in a manner and place that provides readily available access. If any records are destroyed prior to the date as determined by the appropriate records retention schedule, the MCOP agrees to pay to ODM all damages, costs, and expenses incurred by ODM associated with any cause, action or litigation arising from such destruction.

F. The MCOP agrees to retain all records in accordance with any litigation holds that are provided to them by ODM, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require the MCOP to keep the records longer than the approved records retention schedule. The MCOP will be notified by ODM when the litigation hold ends and retention can resume based on the approved records retention schedule. If the MCOP fails to retain the pertinent records after receiving a litigation hold from ODM, the MCOP agrees to pay to ODM all damages, costs and expenses incurred by ODM associated with any cause, action or litigation arising from such destruction.

G. The MCOP shall promptly notify ODM of any legal matters and administrative proceedings including, but not limited to, litigation and arbitration, which involve or otherwise pertain to the activities performed pursuant to this Provider Agreement and any third party. In the event that the MCOP possesses or has access to information and/or documentation needed by ODM with regard to the above, the MCOP agrees to cooperate with ODM in gathering and providing such information and/or documentation to the extent permissible under applicable law.

ARTICLE VIII - NONRENEWAL AND TERMINATION

A. This Provider Agreement may be terminated, pursuant to Section 5.5 of the Three-Way or by ODM or the MCOP upon written notice in accordance with the applicable rule(s) of the OAC, with termination to occur at the end of the last day of the termination month. If the Three-Way is terminated, and ODM decides

to enter into a new Provider Agreement with the MCOP, MCOP shall be required to enter into a new Provider Agreement with ODM that shall begin the day after the termination of the Three-Way. By executing this Agreement, MCOP expressly agrees to be bound by this provision of the Agreement. If the option to enter into a new Provider Agreement per this Section is exercised, the MCOP will be provided a copy of the proposed new Provider Agreement for review prior to execution. The terms of the new Provider Agreement will not be unconscionable or capricious and the parties agree to negotiate in good faith.

B. Subsequent to receiving a notice of termination from ODM, the MCOP beginning on the effective date of the termination, shall cease provision of services on the terminated activities under this Provider Agreement; terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and comply with the requirements specified in this Provider Agreement, as of the date of receipt of notice of termination describing the status of all services under this Provider Agreement.

C. In the event of termination under this Article, the MCOP shall be entitled to request reconciliation of reimbursements through the final month for which services were provided under this Provider Agreement, in accordance with the reimbursement provisions of this Provider Agreement. The MCOP agrees to waive any right to, and shall make no claim for, additional compensation against ODM by reason of such suspension or termination.

D. In the event of termination under this Article, MCOP shall return all records in their native format relating to cost, work performed, supporting documentation for invoices submitted to ODM, and copies of all materials produced under or pertaining to this Provider Agreement.

E. ODM may, in its sole discretion, terminate or fail to renew this Provider Agreement if the MCOP or MCOP's subcontractors violate or fail to comply with the provisions of this Agreement or other provisions of law or regulation governing the Medicaid program. Where ODM proposes to terminate or refuse to enter into a provider agreement, the provisions of applicable sections of the OAC with respect to ODM's suspension, termination or refusal to enter into a provider agreement may apply Pursuant to ORC 5164.38, the MCOP does not have the right to request an adjudication hearing under Chapter 119 of the ORC to challenge any action taken or decision made by ODM with respect to entering into or refusing to enter into a provider agreement with the MCOP pursuant to section 5167.10 of the Revised Code.

F. The MCOP understands that availability of funds to fulfill the terms of this Provider Agreement is contingent on appropriations made by the Ohio General Assembly and the United States government for funding the Medicaid program. If sufficient funds are not available from the Ohio General Assembly or the United States government to make payments on behalf of a specific population (Aged, Blind, Disabled, Covered Families and Children, or Adult Extension) to fulfill the terms of this Provider Agreement, the obligations, duties and responsibilities of the parties with respect to that population will be terminated except as specified in Appendix P as of the date funding expires. If the Ohio General Assembly or the United States government fails at any time to provide sufficient funding for ODM or the State of Ohio to make payments due under this Provider Agreement, this Provider Agreement will terminate as of the date funding expires without further obligation of ODM or the State of Ohio.

ARTICLE IX - AMENDMENT AND RENEWAL

A. This Provider Agreement may be amended only by a writing signed by both parties. Any written amendments to this Provider Agreement shall be prospective in nature.

B. In the event that changes in state or federal law, regulations, an applicable waiver or state plan amendment, or the terms and conditions of any applicable federal waiver or state plan amendment, require ODM to modify this Agreement, ODM shall notify the MCOP regarding such changes and this Agreement shall be automatically amended to conform to such changes without the necessity for executing written amendments pursuant to this Article of this Agreement.

ARTICLE X - LIMITATION OF LIABILITY

A. The MCOP agrees to indemnify and to hold ODM and the state of Ohio harmless and immune from any and all claims for injury or damages resulting from the actions or omissions of the MCOP in the fulfillment of this Provider Agreement or arising from this Agreement which are attributable to the MCOP's own actions or omissions, or of those of its trustees, officers, employees, agents, subcontractors, suppliers, third parties utilized by the MCOP, or joint ventures'. Such claims shall include but are not limited to: any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, trademarks and applicable public records laws. The MCOP shall bear all costs associated with defending ODM and the state of Ohio against these claims.

B. The MCOP hereby agrees to be liable for any loss of federal funds suffered by ODM for enrollees resulting from specific, negligent acts or omissions of the MCOP or its subcontractors during the term of this Agreement, including but not limited to the nonperformance of the duties and obligations to which the MCOP has agreed under this Agreement.

C. In the event that, due to circumstances not reasonably within the control of the MCOP or ODM, a major disaster, epidemic, complete or substantial destruction of facilities, war, riot or civil insurrection occurs, neither ODM nor the MCOP will have any liability or obligation on account of reasonable delay in the provision or the arrangement of covered services; provided that so long as the MCOP's Certificate of Authority remains in full force and effect, the MCOP shall be liable for the covered services required to be provided or arranged for in accordance with this Agreement.

D. In no event shall ODM be liable for indirect, consequential, incidental, special or punitive damages, or lost profits.

ARTICLE XI - ASSIGNMENT

A. Medicaid members may not be transferred by one MCOP to another entity without the express prior written approval of ODM. Even with ODM's prior written approval, ODM reserves the right to offer such members the choice of MCOPs outside the normal open enrollment process and implement an assignment process as ODM determines is appropriate. Any member transfer shall be submitted for ODM's review 120 days prior to the desired effective date. ODM shall use reasonable efforts to respond to any such request for approval within the 120 day period. Failure of ODM to act on a request for approval within the 120 day period does not act as an approval of the request. ODM may require a receiving MCOP to successfully complete a readiness review process before the transfer of members under this Agreement.

B. MCOPs shall not assign any interest in this Provider Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of ODM and subject to such conditions and provisions as ODM may deem necessary. No such approval by ODM of any assignment

shall be deemed in any event or in any manner to provide for the incurrence of any obligation by ODM in addition to the total agreed-upon reimbursement in accordance with this Agreement. Any assignments of interest shall be submitted for ODM's review 120 days prior to the desired effective date. ODM shall use reasonable efforts to respond to any such request for approval within the 120 day period. Failure of ODM to act on a request for approval within the 120 day period does not act as an approval of the request. ODM may require a receiving MCOP to successfully complete a readiness review process before the transfer of obligations under this Agreement.

C. The MCOP shall not assign any interest in subcontracts of this Provider Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of ODM and subject to such conditions and provisions as ODM may deem necessary. Any such assignments of subcontracts shall be submitted for ODM's review 30 days prior to the desired effective date. No such approval by ODM of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation by ODM in addition to the total agreed-upon reimbursement in accordance with this Agreement.

ARTICLE XII - CERTIFICATION MADE BY THE MCOP

A. This Agreement is conditioned upon the full disclosure by the MCOP to ODM of all information required for compliance with state and federal regulations.

B. The MCOP certifies that no federal funds paid to the MCOP through this or any other Agreement with ODM shall be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. The MCOP further certifies its continuing compliance with applicable lobbying restrictions contained in 31 U.S.C. 1352 and 45 CFR Part 93. If this Agreement exceeds \$100,000, the MCOP has executed the Disclosure of Lobbying Activities, Standard Form LLL, if required by federal regulations. This certification is material representation of fact upon which reliance was placed when this Provider Agreement was entered into.

C. The MCOP certifies that neither the MCOP nor any principals of the MCOP (i.e., a director, officer, partner, or person with beneficial ownership of more than 5% of the MCOP's equity) is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in transactions by any Federal agency. The MCOP also certifies that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC Section 153.02 or ORC Section 125.25. The MCOP also certifies that the MCOP has no employment, consulting or any other arrangement with any such debarred or suspended person for the provision of items or services or services that are significant and material to the MCOP's contractual obligation with ODM. This certification is a material representation of fact upon which reliance was placed when this Provider Agreement was entered into. Federal financial participation (FFP) is not available for amounts expended for providers excluded by Medicare, Medicaid, or SCHIP, except for emergency services. If it is ever determined that the MCOP knowingly executed this certification erroneously, then in addition to any other remedies, this Provider Agreement shall be terminated pursuant to Article VIII, and ODM must advise the Secretary of the appropriate federal agency of the knowingly erroneous certification.

D. The MCOP certifies that the MCOP is not on the most recent list established by the Secretary of State, pursuant to Section 121.23 of the ORC, which identifies the MCOP as having more than one unfair labor practice contempt of court finding. This certification is a material representation of fact upon which reliance was placed when this Provider Agreement was entered into.

E. The MCOP agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services (CDJFS) under Chapters 5101 or 5107 of the ORC.

F. The MCOP certifies and affirms that, as applicable to the MCOP, that no party listed or described in Division (I) or (J) of Section 3517.13 of the ORC who was in a listed position at the time of the contribution, has made as an individual, within the two previous calendar years, one or more contributions in excess of one thousand dollars (\$1,000.00) to the present Governor or to the Governor's campaign committees during any time he/she was a candidate for office. This certification is a material representation of fact upon which reliance was placed when this Provider Agreement was entered into. If it is ever determined that the MCOP's certification of this requirement is false or misleading, and not withstanding any criminal or civil liabilities imposed by law, the MCOP shall return to ODM all monies paid to the MCOP under this Provider Agreement. The provisions of this section shall survive the expiration or termination of this Provider Agreement.

G. The MCOP agrees to refrain from promising or giving to any ODM employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.

H. The MCOP agrees to comply with the false claims recovery requirements of 42 U.S.C 1396a (a)(68) and to also comply with ORC 5162.15.

I. The MCOP, its officers, employees, members, any subcontractors, and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with all applicable state and federal laws regarding a smoke-free and drug-free workplace. The MCOP will make a good faith effort to ensure that all MCOP officers, employees, members, and subcontractors will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescribed drugs in any way while performing their duties under this Agreement.

J. The MCOP certifies and confirms that any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention.

K. The MCOP certifies and confirms that it agrees to comply with all applicable standards orders or regulations of the Clean Air Act and Federal Water Pollution Control Act.

L. The MCOP agrees that it is in compliance with the Federal Acquisition Regulation (FAR) for Combatting Trafficking in Persons, 48 CFR Subpart 22.17, in which "the United States Government has adopted a zero tolerance policy regarding trafficking in persons." The provisions found in 48 CFR Subpart 52.2, specifically Subpart 52.222-50 are hereby incorporated into this Agreement by reference. ODM reserves the right to immediately and unilaterally terminate this Agreement if any provision in this Section is violated and ODM may implement section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104), see 2 CFR Part 175.

ARTICLE XIII - CONSTRUCTION

A. This Agreement shall be governed, construed and enforced in accordance with the laws and regulations of the state of Ohio and appropriate federal statutes and regulations. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

ARTICLE XIV - INCORPORATION BY REFERENCE

A. OAC Chapter 5160-58, the Three-Way, and the MyCare Ohio Compliance Methodology document (Compliance Methodology) are hereby incorporated by reference as part of this Provider Agreement having the full force and effect as if specifically restated herein.

B. Appendices A through Q and any additional appendices are hereby incorporated by reference as part of this Provider Agreement having the full force and effect as if specifically restated herein. Appendix P and any other applicable obligations set forth in this Provider Agreement will survive the termination or non-renewal of this Agreement.

C. In the event of inconsistency or ambiguity between the provisions of OAC Chapter 5160-58, and this Agreement, the provisions of OAC Chapter 5160-58 shall be determinative of the obligations of the parties unless such inconsistency or ambiguity is the result of changes in federal or state law, pursuant to the order of precedence established in Section 5.6 of the Three-Way. In the event OAC Chapter 5160-58 is silent with respect to any ambiguity or inconsistency, the Agreement (including Appendices B through Q and any additional appendices), shall be determinative of the obligations of the parties, unless otherwise stated herein. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping with the objectives of the Provider Agreement and the budgetary and statutory constraints of ODM.

ARTICLE XV – NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth below.

ARTICLE XVI – HEADINGS

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

The parties have executed this Agreement as of the date signed by the ODM Director. The Agreement is hereby accepted and considered binding in accordance with the terms and conditions set forth in the preceding statements.

INSERT MCOP NAME

BY:

DATE

INSERT TITLE

INSERT ADDRESS

THE OHIO DEPARTMENT OF MEDICAID:

BY:

DATE

BARBARA R. SEARS, DIRECTOR

50 West Town Street, Columbus, Suite 400

Columbus, Ohio 43215

**Ohio Department of Medicaid (ODM)
MyCare Ohio Provider Agreement
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APPENDIX A

ODM RULES, OAC CHAPTERS 5160-58 AND 5160-26

The MyCare Ohio managed care program rules can be accessed electronically through the Managed Care page of the Ohio Department of Medicaid website.

APPENDIX B

SERVICE AREA SPECIFICATIONS

MYCARE OHIO PLAN:

The MyCare Ohio Plan agrees to provide Medicaid services to individuals dually eligible for Medicare and Medicaid pursuant to OAC rule 5160-58-02 residing in the following service area(s):

Service Area Regions

- | | |
|-------------------|--------------------------|
| Central | <input type="checkbox"/> |
| East Central | <input type="checkbox"/> |
| Northeast | <input type="checkbox"/> |
| Northeast Central | <input type="checkbox"/> |
| Northwest | <input type="checkbox"/> |
| West Central | <input type="checkbox"/> |
| Southwest | <input type="checkbox"/> |

*The MyCare Ohio Plan must serve all counties in any region they agree to serve. See the next page for a list of counties in each service area region.

MYCARE OHIO PLAN SERVICE AREA REGIONS BY COUNTY

The MyCare Ohio Program consists of 29 counties grouped into seven service area regions identified below.

Counties in Central: Delaware, Franklin, Madison, Pickaway, and Union counties

Counties in East Central: Portage, Stark, Summit, and Wayne counties

Counties in Northeast: Cuyahoga, Geauga, Lake, Lorain, and Medina counties

Counties in Northeast Central: Columbiana, Mahoning, and Trumbull counties

Counties in Northwest: Fulton, Lucas, Ottawa, and Wood counties

Counties in West Central: Clark, Greene, and Montgomery counties

Counties in Southwest: Butler, Clermont, Clinton, Hamilton, and Warren counties

APPENDIX C

MYCARE OHIO PLAN RESPONSIBILITIES

The following are MyCare Ohio Plan (MCOP) responsibilities that are not otherwise specifically stated in OAC rule provisions or elsewhere in the MCOP provider agreement, but are required by the Ohio Department of Medicaid (ODM).

1. The MCOP must implement program modifications as soon as reasonably possible or no later than the required effective date, in response to changes in applicable state and federal laws and regulations.
2. The MCOP must submit a current copy of its Certificate of Authority (COA) to ODM within 30 days of issuance by the Ohio Department of Insurance (ODI).
3. The MCOP must designate the following:
 - a. A primary contact person, the Contract Compliance Officer, as specified in Sections 2.2.2.1 and 2.2.3.4.1.3 of the Three-Way Contract between MCOP, CMS and ODM (Three-Way), who will dedicate a majority of his or her time to the MyCare Ohio (Medicaid-Medicare) product line and coordinate overall communication between ODM and the MCOP. ODM may also require the MCOP to designate contact staff for specific program areas. The Contract Compliance Officer will be responsible for ensuring the timeliness, accuracy, completeness and responsiveness of all MCOP submissions to ODM.
 - b. A provider relations representative for each service area included in its ODM provider agreement. This provider relations representative can serve in this capacity for only one service area.
4. **Communications.** The MCOP must comply with all aspects of Section 2.2 of the Three-Way. In addition, the MCOP must take all necessary and appropriate steps to ensure that all MCOP staff are aware of, and follow, the following communication process:
 - a. All MCOP employees are to direct all day-to-day submissions and communications to their ODM-designated contract administrator within the Office of Managed Care (OMC) unless otherwise notified by ODM. If the MCOP needs to contact another area of ODM in any other circumstance, the contract administrator within the OMC must also be copied or otherwise included in the communication.
 - b. Entities that contract with ODM should never be contacted by the MCOP unless ODM has specifically instructed the MCOP to contact these entities directly.
 - c. Because the MCOP is ultimately responsible for meeting program requirements, ODM will not discuss MCOP issues with the MCOP's subcontractor unless the MCOP is also participating in the discussion. MCOP subcontractors, with the

MCOP participating, should only communicate with the specific contract administrator assigned to that MCOP.

5. The MCOP must be represented at all meetings and events designated by ODM that require mandatory attendance.
6. The MCOP must have an administrative office located in Ohio.
7. The MCOP must have its MyCare Ohio Medicaid Managed Care program member call center(s) located in the state of Ohio.
8. **Required MCOP Staff.** The MCOP must have the key MyCare Ohio Medicaid Managed Care program staff specified in Section 2.2.3 of the Three-Way based and working in the state of Ohio. Each key staff person identified in Section 2.2.3 of the Three-Way may occupy no more than one of the positions, unless the MCOP receives prior written approval from ODM stating otherwise.
9. Upon request by ODM, the MCOP must submit information on the current status of their company's operations not specifically covered under this Agreement unless otherwise excluded by law.
10. The MCOP must have all new employees trained on applicable program requirements including those in the Three-Way, and represent, warrant and certify to ODM that such training occurs, or has occurred. Plans must conduct staff training sessions on subjects including disability competency, access, cultural sensitivity, person-centered care delivery approaches and independent living philosophies.
11. All employees of the MCOP and the MCOP's delegated/subcontracted entities who have in-person contact with members in their home must comply with criminal record check requirements as specified by ODM.
12. The MCOP must follow requirements related to moral or religious objections in the Three-Way as specified in Section 5.1.12. If an MCOP determines that it does not wish to provide, reimburse, or cover a counseling service or referral service due to an objection to the service on moral or religious grounds, it must immediately notify ODM to coordinate the implementation of this change. The MCOP will be required to notify its members of this change at least 30 days prior to the effective date. The MCOP's member handbook and provider directory, as well as all marketing materials, will need to include information specifying any such services that the MCOP will not provide.
13. For any data and/or documentation that MCOPs are required to maintain, ODM may request that the MCOP provide analysis of this data and/or documentation to ODM in an aggregate format, such format to be solely determined by ODM.
14. The MCOP is responsible for determining medical necessity for services and supplies requested for their members as specified in OAC rule 5160-58-03. Notwithstanding such responsibility, ODM retains the right to make the final determination on medical necessity in specific member situations.

15. In addition to the timely submission of medical records at no cost for the annual external quality review as specified in OAC rules 5160-58-01.1 and 5160-26-07, the MCOP may be required for other purposes to submit medical records at no cost to ODM and/or its designee upon request.
16. **Provider Panel Changes.** The MCOP must follow the requirements set forth in 2.6.1.2 of the Three-Way regarding notification of changes to the MCOP's provider network. In addition, the MCOP must comply with the requirements set forth in OAC rules 5160-58-01.1 and 5160-26-05, and must notify the OMC:
 - a. Within one working day of becoming aware that an MCOP panel provider that served 100 or more of the MCOP's members failed to notify the MCOP that they are no longer available to serve as a MCOP panel provider;
 - b. At least four months before the effective date of a systemic change in panel. ODM defines a systemic change in panel as an MCOP-initiated termination or change in availability of any single provider or combination of providers that are included in the provider contract termination in question, serving 100 or more of the MCOP's members. For example, an MCOP terminates 10 providers each serving 25 members. This termination must be reported, even though the providers individually do not meet the 100 member requirement. Overall, the group termination impacts 250 members and must be reported. ODM reserves the right to require that the MCOP align an MCOP-initiated systemic change in panel to the annual open enrollment month; or
 - c. Within one working day of becoming aware of a provider-initiated hospital unit closure.
17. **Additional Benefits.** The MCOP may elect to provide services in addition to those covered under the Ohio Medicaid fee-for-service (FFS) program. Before the MCOP notifies potential or current members of the availability of those services, the MCOP must first notify ODM of its plans to make such services available. If an MCOP elects to provide additional services, the MCOP must ensure to the satisfaction of ODM that the services are readily available and accessible to members who are eligible to receive them. Additional benefits must be made available to members for at least six calendar months from the date approved by ODM. All additional benefits available to Medicaid-only members must also be approved and available for dual benefits members. Additional benefits may not vary by county within a region except out of necessity for transportation arrangements (e.g., bus versus cab). An MCOP approved to serve members in more than one region may vary additional benefits between regions.
 - a. The MCOP is required to make transportation available to any member requesting transportation when the member must travel 30 miles or more from his or her home to receive a medically-necessary Medicaid-covered service provided by the MCOP pursuant to OAC rule 5160-58-03 and Appendix G of this Provider Agreement. If the MCOP offers transportation to its members as an additional benefit and this transportation benefit only covers a limited number

of trips, the required transportation listed above may not be counted toward this trip limit.

- b. The MCOP must give ODM and members 90 days prior notice when decreasing or ceasing any additional benefits. When an MCOP finds that it is impossible to provide 90 days prior notice for reasons beyond its control, as demonstrated to ODM's satisfaction, ODM must be notified within at least one working day.

18. Behavioral health crisis services. The MCOP must ensure protocols, policies and processes are in place for MCOP and/or delegated staff to appropriately address member contacts related to behavioral health crisis needs. Protocols must include, at a minimum, the involvement of qualified health professionals whose scope of practice and licensure permits them to perform the required functions associated with the services. Staff must have: experience with behavioral health crisis assessment and intervention as applicable, a mechanism to validate that the individual received the needed services (e.g. connection to crisis counseling services), and the ability to activate the MCOP's process 24/7.

19. Provision of Transportation Services. The MCOP must ensure transportation pick-up is completed not more than 15 minutes before or 15 minutes after the pre-scheduled pick-up time, ensuring the member is on time for their appointment. Following a scheduled appointment, transportation pick-up must be completed no more than 30 minutes after a request for pick-up.

- a. The vendor must attempt to contact the member if he or she does not respond at pick-up. The vendor must not leave the pick-up location prior to the pre-scheduled pick-up time.
- b. The MCOP must identify and accommodate the special transportation assistance needs of its members (e.g., door-to-door assistance, attendant support, member-specific timeliness requirements). Member-specific needs must be communicated to the transportation vendor and updated as frequently as is needed to support the member's needs. Where applicable, these needs must be documented in the member's care plan.
- c. Transportation for members with long-term service and supports (LTSS) needs. MCOPs should contract with providers experienced in transporting members with LTSS needs. Characteristics of LTSS experienced providers include but are not limited to:
 - i. The ability to help the member transfer between the pick-up location and the vehicle, to enter and exit the vehicle, and to transfer between the vehicle and the destination location safely;
 - ii. Sensitivity to aging adults living with disabilities;
 - iii. The ability to safely operate, secure and transport a wheel chair or other assistive device;

- iv. Maintain vehicles equipped with fasteners to secure wheelchairs and prevent movement, and a stable access ramp or hydraulic lift; and
 - v. The capacity to meet individual member needs when transporting.
- d. The MCOP must submit a plan for the provision of transportation services during winter snow and other weather emergencies, specifying identification, triage, transportation of members requiring critical services, notification to members of canceled transportation and rescheduling. The MCOP must specify the snow emergency level and any other weather-related criteria that require a change to scheduled transportation. The MCOP must notify the Contract Administrator immediately when transportation is canceled in accordance with the plan.
- e. MCOPs are required to work with ODM to develop a standardized prior authorization form for transportation services. The standardized form will be developed for an implementation date no later than January 1, 2018.

20. Comprehensive Disaster/Emergency Response Planning. The MCOP must develop and implement an ODM-approved Comprehensive Disaster/Emergency Response Plan for natural, man-made, or technological disasters and other public emergencies (e.g., floods, extreme heat, and extreme cold.) The MCOP must notify its Contract Administrator immediately when the Comprehensive Disaster/Emergency Response Plan has been activated. The MCOP must make a current version of the approved Comprehensive Disaster/Emergency Response Plan available to all staff.

- a. The MCOP must designate both a primary and alternate point of contact who will perform the following functions: be available 24 hours a day, 7 days a week during the time of an emergency; be responsible for monitoring news, alerts and warnings about disaster/emergency events; have decision-making authority on behalf of the MCOP; respond to directives issued by ODM; and cooperate with the local- and state-level Emergency Management Agencies. The MCOP must communicate any changes to the primary and alternate point of contact to the Contract Administrator at least one business day prior to the effective date of the change.
- b. The MCOP must participate in ODM sanctioned workgroups and processes to establish a state-level emergency response plan which will include a provision for Medicaid recipients, and will comply with the resulting procedures.
- c. During the time of an emergency or a natural, technological, or man-made disaster, the MCOP must be able to generate a current list of members for whom an individual disaster plan, according to the specifications below, has been developed, including the risk and the individual-level plan, and distribute to local and state emergency management authorities according to the protocol established by ODM.
- d. The MCOP must identify members who are at risk for harm, loss, or injury during any potential natural, technological, or manmade disaster. The MCOP

must ensure that every member who is technology and/or service dependent, with no known reasonable means to access services, is known and documented as part of the plan's Comprehensive Disaster/Emergency Response Plan. For these members, the MCOP must develop an individual-level plan with the member when appropriate. The MCOP must ensure that staff, including care managers, are prepared to respond to and implement the plans in the event of an emergency or disaster. The member-level plan must:

- i. Include a provision for the continuation of critical services appropriate for the member's needs in the event of a disaster;
- ii. Identify how and when the plan will be activated;
- iii. Be documented in the member record maintained by the MCOP; and
- iv. Be provided to the member.

21. The MCOP must comply with 42 CFR 438.100 and any applicable federal and state laws that pertain to member rights and ensure that its staff adheres to such laws when furnishing services to its members. The MCOP shall include a requirement in its contracts with affiliated providers that such providers also adhere to applicable Federal and State laws when providing services to members.

22. **Cultural Competency and Communication Needs.** The MCOP is responsible for promoting the delivery of services in a culturally competent manner, as defined by the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care (<https://www.thinkculturalhealth.hhs.gov/clas>) to all members, including those with limited English proficiency (LEP) and diverse cultural and ethnic backgrounds.

The MCOP must make oral interpreter services for all languages available free of charge to all members and eligible individuals pursuant to 42 CFR Section 438.10(c)(4). The MCOP must comply with the requirements specified in Section 2.12 of the Three-Way for member communication standards and must comply with OAC rules 5160-58-01.1, 5160-26-03.1, 5160-26-05, and 5160-26-05.1 for providing assistance to LEP members and eligible individuals. In addition, the MCOP must provide written translations of certain MCOP materials in the prevalent non-English languages of members and eligible individuals in accordance with the following:

- a. If ODM identifies prevalent common primary languages other than English in the MCOP's service area, the MCOP, as specified by ODM, must translate marketing and member materials into the primary languages of those groups. In addition, the MCOP must make these marketing and member materials available to eligible individuals free of charge.
- b. The MCOP must utilize a centralized database which records the special communication needs of all MCOP members (i.e., those with LEP, limited reading proficiency [LRP], visual impairment, and hearing impairment) and the provision of related services (i.e., MCOP materials in alternate format, oral

interpretation, oral translation services, written translations of MCOP materials, and sign language services). This database must include all MCOP member primary language information (PLI) as well as all other special communication needs information for MCOP members, as indicated above, when identified by any source including but not limited to ODM, the Hotline, MCOP staff, providers, and members. This centralized database must be readily available to MCOP staff and be used in coordinating communication and services to members, including the selection of a primary care provider (PCP) who speaks the primary language of an LEP member, when such a provider is available.

- c. The MCOP must share specific communication needs information with its providers (e.g., PCPs, Pharmacy Benefit Managers [PBM], and Third Party Administrators [TPAs]), as applicable.
- d. The MCOP must submit to ODM, upon request, detailed information regarding the MCOP's members with special communication needs, which could include individual member names, their specific communication need, and any provision of special services to members (i.e., those special services arranged by the MCOP as well as those services reported to the MCOP which were arranged by the provider).
- e. The MCOP is responsible for ensuring that all member materials use easily understood language and format. The determination of whether materials comply with this requirement is in the sole discretion of ODM.
- f. The MCOP must participate in ODM's cultural competency initiatives.
- g. The MCOP will use person-centered language in all communication with eligible individuals and members. Person-first language resources are available from national organizations, including The Centers for Disease Control and Prevention, The Arc, and the National Inclusion Project.
- h. MCOP HIPAA privacy notices must be translated into other languages pursuant to Marketing Guidance for Ohio Medicare-Medicaid Plans and Title VI of the Civil Rights Act. MCOPs must also assess member primary languages and provide materials in other prevalent languages.

23. Healthchek and Pregnancy Related Services. Healthchek, Ohio's early and periodic screening, diagnostic, and treatment (EPSDT) and Pregnancy Related Services programs, are outlined in OAC rules 5160:1-2-15 and 5160:1-2-16.

- a. Informing members about Healthchek. The MCOP must:
 - i. Inform each member under the age of 21 within 7 calendar days of their effective date of enrollment in the MCOP about the Healthchek program as prescribed by ODM and as specified by 42 CFR. Section 441.56. An MCOP may meet this requirement by including information with the new member materials specified in section 25 of this Appendix.

In addition, the MCOP may be required to communicate with the member's local County Department of Job and Family Services agency any requests made by the member for County coordinated services and/or supports (e.g. social services).

- ii. Provide members with accurate information in the member handbook regarding Healthchek. The MCOP's member handbooks must be provided to members within the time frames specified in section 25 of this Appendix, and must include verbatim the model language developed by ODM. The model language at a minimum will include:
 - 1. A description of the types of screening and treatment services covered by Healthchek;
 - 2. A list of the intervals at which members under age 21 should receive screening examinations, as indicated by the most recent version of the document entitled "Recommendations for Preventive Pediatric Health Care," published by Bright Futures/American Academy of Pediatrics;
 - 3. Information that Healthchek services are provided at no additional cost to the member; and
 - 4. Information that providers may request prior authorization for coverage of services that have limitations and/or are not covered for members age 21 and older if the services are medically necessary EPSDT services.
 - iii. Provide the above Healthchek information on the MCOP's member website specified in section 48 of this Appendix.
 - iv. Deliver Healthchek information as provided, or as approved, by ODM to the MCOP's members at the following intervals:
 - 1. January of each calendar year; and
 - 2. At the beginning of each school year in the month of July.
 - v. Use the mailing templates provided by ODM that will not exceed two 8x11 pages for each mailing with most mailings being one page or less in length. The MCOP must populate the materials with appropriate Healthchek information as required (e. g. type of service, rendering provider, date of service and age of member on the date of service).
- b. Informing members about Pregnancy Related Services (PRS), the MCOP must:
- i. Upon the identification of a member as pregnant, the MCOP must deliver to the member within 14 calendar days a PRS form as designated by ODM.

- ii. The MCOP may be required to communicate with the member's local County Department of Job and Family Services agency any requests made by the member for County coordinated services and supports (e.g. social services).
 - c. Informing providers about Healthchek, the MCOP must:
 - i. Provide Healthchek education to all contracted providers on an annual basis which must include, at a minimum, the following:
 1. The required components of a Healthchek exam as specified in OAC rule 5160-14-03 or 5160-1-14;
 2. A list of the intervals at which individuals under age 21 should receive screening examinations, as indicated by the most recent version of the document "Recommendations for Preventive Pediatric Health Care" published by Bright Futures/American Academy of Pediatrics;
 3. A statement that Healthchek includes a range of medically necessary screening, diagnosis and treatment services; and
 4. A list of common billing codes and procedures related to the Healthchek services (e.g., immunizations, well child exams, laboratory tests, and screenings).
 - ii. Provide the above information on the MCOP's provider website as specified in section 48 of this Appendix.
 - d. An MCOP must maintain documentation that it informed members and providers of Healthchek and Pregnancy Related Services as specified by ODM.
24. **Advance Directives.** All MCOPs must comply with the advance directives requirements specified in 42 CFR 422.128. At a minimum, the MCOP must:
- a. Maintain written policies and procedures that meet the requirements for advance directives, as set forth in 42 CFR Subpart I of part 489 (42 CFR 489.100—489.104).
 - b. Maintain written policies and procedures concerning advance directives with respect to all adult individuals receiving medical and/or behavioral health care by or through the MCOP to ensure that the MCOP:
 - i. Provides written ODM-approved information to all adult members concerning:
 1. The member's rights under state law to make decisions concerning his or her medical and/or behavioral health care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives;

2. The MCOP's policies concerning the implementation of those rights including a clear and precise statement of any limitation regarding the implementation of advance directives as a matter of conscience;
 3. Any changes in state law regarding advance directives as soon as possible, but no later than 90 days after the proposed effective date of the change; and
 4. The right to file complaints concerning noncompliance with the advance directive requirements with the Ohio Department of Health.
- ii. Provides for education of staff concerning the MCOP's policies and procedures on advance directives;
 - iii. Provides for community education regarding advance directives directly or in concert with other providers or entities;
 - iv. Requires that each member's medical record document whether or not the member has executed an advance directive; and

Does not condition the provision of care, or otherwise discriminate against a member, based on whether the member has executed an advance directive.

25. Call Center Standards. The MCOP must follow call center standards requirements pursuant to Sections 2.9.2, 2.9.3 and 2.9.4 of the Three-Way. In doing so, the MCOP must:

- a. Notify ODM of any hours of operation of the member services lines that are outside the required days and time as specified in Section 2.9.2 of the Three-Way.
- b. Ensure access to medical advice, behavioral health crisis, and care management support services through centralized toll-free 24 hour, 7 days a week (24/7) call-in systems that are available nationwide. The 24/7 call-in systems listed in this section must be staffed by appropriately qualified medical and behavioral health professionals whose scope of practice and licensure permits them to perform the required functions associated with the services. The MCOP must ensure that an appropriately qualified health professional is the caller's first point of live contact to answer the call, triage the issue, and determine an immediate course of action (e.g., warm transfer to care manager or local behavioral health crisis services, provide intervention, and offer medical advice). MCOPs may not require members to contact their PCP or any other entity prior to contacting the 24/7 call in systems for advice or direction concerning emergency or after hours services. Only one auto-prompt can be used to get the caller to the live contact.
 - i. Medical advice services. For the purpose of meeting the staffing

requirement for medical advice, appropriately qualified medical professionals are defined as physicians, physician assistants, licensed practical nurses (LPNs), and registered nurses (RNs).

- ii. Care management support services. For the purposes of meeting the staffing requirement for care management support services, the calls must be answered and/or forwarded to the member's care manager or other team members designated to act on behalf of the care manager. The MCOP must ensure that if a care manager designee is used that the requirements in section 2.5.3.3.3.4 of the Three-Way are met.
- c. Maintain a log for the 24/7 call-in systems which must be accessible by the MCOP and must include at a minimum:
- i. Identification of the member;
 - ii. Date and time of call;
 - iii. The reason for and disposition of the call;
 - iv. PCP or other provider if contacted by the MCOP; and
 - v. Name and title of person taking the call.
- d. Have services available to assist:
- i. Hearing impaired members; and
 - ii. Limited English Proficiency (LEP) members in the primary language of the member.
- e. Have staff who are knowledgeable of the MyCare Ohio product line and have access to information pertaining to MyCare Ohio membership (e.g., membership status, benefits, provider network, care plans, etc.). The MCOP must implement procedures to ensure that emergent issues are identified and assigned the highest priority.
- f. Meet the current American Accreditation HealthCare Commission/ URAC-designed Health Call Center Standards (HCC) for call center abandonment rate, blockage rate and average speed of answer for the medical advice, care management support, and the behavioral health crisis 24/7 toll-free call-in systems. If access to these call-in systems is facilitated through the member services line with auto-prompts to transfer the caller, the MCOP must have a process to measure the above call center standards from the time of selecting the auto prompt. If the MCOP uses the member services line to answer the care management support services contacts (i.e., no auto prompt to transfer), then call center standards for the member services line specified in Section 2.9.2.2 of

the Three-Way apply. ODM will inform the MCOPs of any changes to these URAC call center standards.

- g. Not meet the member services call center requirement through the execution of a Medicaid Delegation Subcontract Addendum or Medicaid Combined Services Subcontract Addendum, without prior approval by ODM. With the exception of transportation vendors, the MCOP is prohibited from publishing a delegated entity's general call center number.
- h. At least semi-annually, self-report its monthly and semi-annual performance in meeting the URAC call center standards for the 24/7 hour toll-free call-in systems and the call center standards in Section 2.9.2.2 of the Three-Way for the member services line to ODM as specified. MCOPs must report their July through December performance to ODM by January 10 and their January through June performance by July 10. ODM reserves the right to require more frequent reporting by a MCOP if on-going monitoring (e.g., grievances, complaints, contract administrator review) identifies an egregious access issue or consecutive months of non-compliance with URAC standards.

26. Notification of Voluntary MCOP Membership. To comply with the terms of the ODM State Plan Amendment for the managed care program, the MCOP must inform Indians who are members of federally-recognized tribes that MCOP membership is voluntary and what steps they need to take if they do not wish to be a member of an MCOP. Pursuant to 42 CFR 438.14, MCOPs must provide access to an Indian healthcare provider to any enrolled Indian.

27. Privacy Compliance Requirements. The Health Insurance Portability and Accountability Act (HIPAA) Privacy Regulations at 45 CFR 164.502(e) and 164.504(e) require ODM to enter into agreements with MCOPs as a means of obtaining satisfactory assurance that the MCOPs will appropriately safeguard all “protected health information” (PHI), which means information received from or on behalf of ODM that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 160.103, 45 CFR 164.501 and any amendments thereto.

In addition to the HIPAA requirements, the MCOP must comply with any other applicable Federal and State laws regarding privacy and confidentiality, including Title VI of the Civil Rights Act of 1964, ORC 5101.26, 5101.27, and 5160.45 through 5160.481, as applicable.

The MCOP acknowledges that ODM is a Covered Entity under HIPAA. A Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103. The MCOP further acknowledges that it is a Business Associate of ODM. A Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of “Protected Health Information” under 45 CFR 160.103. The MCOP, as a Business Associate agrees to comply with all of the following provisions:

- a. Permitted Uses and Disclosures. The MCOP will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
- b. Safeguards. The MCOP will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of ODM.
- c. Reporting of Disclosures. The MCOP agrees to promptly report to ODM any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including a breach of unsecured PHI as required at 45 CFR 164.410 and any security incident the MCOP has knowledge of or reasonably should have knowledge of under the circumstances.
- d. Mitigation Procedures. The MCOP agrees to coordinate with ODM to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by ODM prior to any such communication being released. The MCOP must report all of its mitigation activity to ODM and must preserve all relevant records and evidence.
- e. Incidental Costs. The MCOP shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents which were caused by the MCOP, or its subcontractors, in violation of the terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.
- f. Agents and Subcontractors. The MCOP, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, must ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of MCOP and/or ODM agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to MCOP with respect to the use or disclosure of PHI.
- g. Accessibility of Information. The MCOP must make available to ODM such information as ODM may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.
- h. Amendment of Information. The MCOP shall make any amendment(s) to PHI as directed by, or agreed to, by ODM pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy ODM's obligations under 45 CFR 164.526. In the

event that the MCOP receives a request for amendment directly from an individual, agent, or subcontractor, the MCOP must notify ODM prior to making any such amendment(s). The MCOP's authority to amend information is explicitly limited to information created by the MCOP.

- i. **Accounting for Disclosure.** The MCOP shall maintain and make available to ODM or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy ODM's obligations under 45 CFR 164.528. For every disclosure, the record must include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the PHI was disclosed.
- j. **Obligations of ODM.** When the MCOP is required to carry out an obligation of ODM under Subpart E of 45 CFR Part 164, the MCOP agrees to comply with all applicable requirements of Subpart E that would apply to ODM in the performance of such obligation.
- k. **Access to Books and Records.** The MCOP shall make available to ODM and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from ODM, or created or received on behalf of ODM. Such access is for the purposes of determining compliance with the HIPAA Rules.
- l. **Material Breach.** In the event of material breach of the MCOP's obligations under this Article, ODM may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.
- m. **Return or Destruction of Information.** Upon termination of this Agreement and at the request of ODM, the MCOP will return to ODM or destroy all PHI in MCOP's possession stemming from this Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by ODM or required by law, or as otherwise allowed for under this Agreement. If the MCOP, its agent(s), or subcontractor(s) destroy any PHI, then the MCOP will provide to ODM documentation evidencing such destruction. Any PHI retained by the MCOP will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.
- n. **Survival.** These provisions shall survive the termination of this Agreement.

28. Electronic Communications. The MCOP is required to purchase and utilize Transport Layer Security (TLS) for all e-mail communication between ODM and the MCOP. The MCOP's e-mail gateway must be able to support the sending and receiving of e-mail using TLS and the MCOP's gateway must be able to enforce the sending and receiving of email via TLS.

29. MCOP Membership Acceptance, Documentation and Reconciliation.

- a. The MCOP shall provide to the Medicaid Consumer Hotline contractor ODM prior-approved MCOP materials and directories for distribution to eligible individuals who request additional information about the MCOP.
- b. The MCOP shall maintain the integrity of its membership data through reconciliation of the daily HIPAA 834C (Daily Benefit Enrollment and Maintenance File) and the monthly HIPAA 834F (Monthly Benefit Enrollment and Maintenance File) transactions pursuant to ODM instructions. Discrepancies between the HIPAA 834C and 834F that have a negative impact on a member's access to care must be reported to ODM pursuant to ODM instructions.
- c. The HIPAA 820 (Monthly Remittance Advice) will contain the following: a capitation payment for each member listed on the HIPAA 834F, a capitation payment/recoupment for changes listed in the daily HIPAA 834C, and any other capitation payment/ recoupment. Reconciliation for any discrepancies between the HIPAA 834 and HIPAA 820 is due and must be submitted, as instructed by ODM, no later than 60 days after the issuance of the HIPAA 834F. In the event of changes in the processing dates, the due date will be adjusted accordingly.
- d. Institution for Mental Disease (IMD) Stays. If a member has an IMD stay exceeding 15 days per calendar month, ODM will recover a percentage of the plan's monthly capitation payment based on the total number of days the member was in the IMD; e.g., if the member is in the community for 10 days and admitted to an IMD for the remainder of the month, ODM will reconcile 20 days.
- e. All reconciliation requests must be submitted in the format specified by ODM. ODM may reject reconciliation requests that are submitted after the due date. Reconciliation requests submitted after the due date will be processed at the discretion of ODM. Recoupments, date of death, duplicative payments made to the same plan due to multiple IDs will always be processed.
- f. When an MCOP learns of a currently hospitalized member's intent to disenroll through the CCR or the HIPAA 834, the disenrolling MCOP must notify the hospital/inpatient facility and treating providers as well as the enrolling MCOP, if applicable, of the change in enrollment. The disenrolling MCOP must notify the inpatient facility that it will remain responsible for the inpatient facility charges through the date of discharge; and must notify the treating providers that it will remain responsible for provider charges through the date of disenrollment. The disenrolling MCOP shall not request and/or require that a disenrolled member be discharged from the inpatient facility for transfer to another inpatient facility. Should a discharge and transfer to another inpatient facility be medically necessary, the disenrolling MCOP must notify the treating providers to work with the enrolling MCOP or ODM as applicable to facilitate the discharge, transfer and authorization of services as needed.

When the enrolling MCOP learns through the disenrolling MCOP, through ODM or other means, that a new member who was previously enrolled with another MCOP was admitted prior to the effective date of enrollment and remains an inpatient on the effective date of enrollment, the enrolling MCOP must contact the hospital/ inpatient facility. The enrolling MCOP must verify that it is responsible for all medically necessary Medicaid covered services from the effective date of MCOP membership, including professional charges related to the inpatient stay; additionally, the enrolling

MCOP must inform the hospital/inpatient facility that the admitting/disenrolling MCOP remains responsible for the hospital/inpatient facility charges through the date of discharge. The enrolling MCOP must work with the hospital/inpatient facility to facilitate discharge planning and authorize services as needed.

When an MCOP learns that a new member who was previously on Medicaid fee-for-service was admitted prior to the effective date of enrollment and remains an inpatient on the effective date of enrollment, the MCOP must notify the hospital/inpatient facility and treating providers that the MCOP is responsible for the professional charges effective on the date of enrollment, and shall work to ensure that discharge planning provides continuity using MCOP-contracted or authorized providers.

- g. As specified by ODM in OAC rule 5160-58-02.1, the MCOP must assist in resolving member-initiated just cause requests affecting membership.
- h. In order to encourage the timely addition of newborns, authorization for Medicaid and enrollment in the MCOP, the MCOP must provide notification of the birth to the CDJFS within five working days of the birth or immediately upon learning of the birth. The MCOP must provide, at a minimum, the mother's name, social security number, eligibility system case number, 12 digit recipient ID, county and the newborn's name, gender, and date of birth, unless the CDJFS and the MCOP have agreed to a different minimum set of information to be transmitted for the CDJFS newborn notification.
- i. If an eligible individual, as defined in OAC rule 5160-58-01, contacts the MCOP, the MCOP must provide any MCOP-specific managed care program information requested. The MCOP must not attempt to assess the eligible individual's health care needs. However, if the eligible individual inquires about continuing/transitioning health care services, the MCOP shall provide an assurance that all MCOPs must cover all medically necessary Medicaid-covered health care services and assist members with transitioning their health care services.
- j. If a pending member (an eligible individual subsequent to MCOP selection or assignment to an MCOP, but prior to his or her membership effective date) contacts the selected MCOP, the MCOP must provide any membership

information requested, including but not limited to explaining how to access services as an MCOP member and assistance in determining whether current services require prior authorization. The MCOP must also ensure that any care coordination (e.g., PCP selection, prescheduled services and transition of services) information provided by the pending member is logged in the MCOP's system and forwarded to the appropriate MCOP staff for processing as required.

The MCOP may confirm any information provided on the CCR at this time. Such communication does not constitute confirmation of membership. Upon receipt of the CCR or the HIPAA 834, the MCOP may contact a pending member to confirm information provided on the CCR or the HIPAA 834, assist with care coordination and transition of care, and inquire if the pending member has any membership questions.

30. The MCOP must use ODM-provided historic utilization and prior authorization data files for care coordination/management activities and transition of care requirements.

31. **Coverage Requirements and Transition of Fee-For-Service (FFS) Members.** The MCOP must pay claims for covered services provided to members during retroactive enrollment periods. For services provided during retroactive enrollment periods, MCOPs may review only those services that require fee for service (FFS) prior authorization as documented in Appendix DD of OAC 5160-1-60, OAC 5160-9-12 (regarding pharmacy claims), and all other FFS regulations that set forth prior authorization policy. If the service was reviewed and approved by FFS, the MCOP must also approve the service. MCOPs may also review to determine that home and community-based services were in accordance with the pre-existing or current waiver services plan of care.

- a. Upon a member's initial enrollment in MyCare Ohio, the MCOP must provide transition of Medicare and Medicaid services in accordance with the requirements specified in Section 2.5.4 of the Three-Way for both contracted and non-contracted providers. Non-contracted providers who provide services during the transition of Medicare and Medicaid services specified in Section 2.5.4 of the Three-Way must be paid the Medicaid FFS rate. Prior to the end of any required transition period, the MCOP must inform the member and non-contracted provider of the effective date of any transition to a contracted provider, during a meeting of the trans-disciplinary care team or by another method documented in the care plan.
- b. During transition and/or when a member exhausts their Medicare lifetime benefit, unless the provider has expressly agreed to MyCare Ohio contract terms that include quality incentives and a different secondary claims payment rate, not including simple rate changes proposed by the MCOP, the MCOP must pay Medicare secondary claims at a rate no less than the Medicaid FFS Part B methodology, set forth in OAC 5160-1-05.3, for contracted and non-contracted providers. Exemptions to the Part B Medicaid maximum policy must be applied, in accordance with the OAC and other guidance issued by ODM. The Part C Medicaid maximum policy, set forth in OAC 5160-1-05.1, may only be applied

for secondary claims on behalf of Medicaid only members enrolled with a Part C plan that is not the MCOP. The MCOP must provide a method for enrollment of any non-contracted provider who is an enrolled provider with ODM for purposes of Medicaid payment of “crossover” claims pursuant to the CMCS-MMCO-CM Informational Bulletin of June 7, 2013.

- c. The MCOP must contract directly with the Fiscal Management Service (FMS) vendor also under contract with ODM to successfully transition and provide ongoing services for waiver consumers who have elected self-directed employer authority for authorized waiver services. The contract must continue for the entire period of this Provider Agreement.
- d. Upon receipt, the MCOP must be able to process and use the FFS historic utilization, prior authorization and care management data files to assess pending members’ risk stratification levels, to coordinate care and to adhere to transition requirements. When waiver service coordination data is omitted from the file transfer for a pending member enrolled in the FFS PASSPORT, or Assisted Living waiver, the MCOP must reconcile the enrollment or data error with the PASSPORT Administrative Agency (PAA). When waiver service coordination data is omitted for pending members in the Ohio Home Care waiver, the MCOP must notify its contract administrator to request enrollment reconciliation and/or data completion.
- e. The MCOP must make express arrangements to obtain current treatment plans from Ohio Department of Mental Health and Addiction Services (OhioMHAS) certified providers when a member’s behavioral health services qualify for transition pursuant to Section 2.5.4 of the Three-Way.
- f. The MCOP is responsible for implementing transition of care processes that prevent access problems for members who are transitioning from the FFS pharmacy benefit administrator to an MCOP. The transition of care processes for prescribed drugs must be consistent the requirements outlined in Medicare Part D.

32. Transition of Care Requirements for Behavioral Health (BH) Redesign Services. The Ohio Department of Medicaid (ODM) and the Ohio Department of Mental Health and Addiction Services (OhioMHAS) are implementing comprehensive reforms to expand access to mental health and addiction treatment services in Ohio. BH Redesign affects provider types 84 and 95 and any practitioner who works for those agencies. During implementation of BH Redesign, MCOPs must adhere to the following:

- a. MCOPs must not be more restrictive than Medicaid FFS prior authorization criteria for one year after BH Redesign implementation. After one year, the MCOP may conduct a medical necessity review pursuant to OAC rule 5160-26-03.1.
- b. MCOPs must maintain Medicaid FFS payment rates as a floor for behavioral health services for one year when the MCOP provider contracts are based on

FFS rates. This does not apply to Community Behavioral Health Center (CBHC) Laboratories.

33. **Transition of Care Requirements for Existing Members of an Exiting MCOP.** When the enrolling MCOP is informed by ODM, or its designee, of a member transitioning from an MCOP that no longer has a provider agreement in the member's service area, the enrolling MCOP must follow the transition of care requirements required by ODM.
34. **Transition of Care Requirements for Members Receiving HCBS Waiver Services who Lose MyCare Ohio Eligibility.** As soon as an MCOP is notified by ODM via the 834C or 834F, CCR, and/or via another source of information (e.g., waiver service coordinator, member, provider), that a member who is receiving home and community based services (HCBS) waiver services that his or her enrollment is or may be terminated due to loss of MyCare Ohio eligibility, the MCOP must identify the reason for loss of eligibility and timely assist the member, as appropriate, with maintenance of MyCare Ohio eligibility. Upon confirmation that MyCare Ohio eligibility will be terminated, during the last month of the individual's active membership, the MCOP must instruct the appropriate local Area Agency on Aging (AAA) to end the MyCare Ohio waiver span in alignment with enrollment termination, and facilitate, as appropriate, referrals to programs (e.g., Medicaid waivers) and/or community resources that may assist the individual with continuation of long-term services and supports. The MCOP must notify the member and all current waiver providers of the member's termination from MyCare Ohio, and as applicable, of any referral made to other Medicaid waivers. These referrals and notifications must be completed prior to the end of the month of termination, and when this is not possible, as soon as possible thereafter. If the member is found eligible for a Medicaid waiver program, the MCOP must provide the MyCare Ohio waiver service plan and any identified service issues or follow-up necessary to successfully transfer care to the waiver case management agency.
35. **Transition of Care Requirements for Members Receiving HCBS Waiver Services who Move Outside of the MCOP's Service Area.** If the MCOP becomes aware through its member services, waiver service coordination or care management processes that a member receiving HCBS waiver services is changing residence to an address outside the MCOP service area, upon confirmation, the MCOP must identify service providers and arrange for services that will align with the member's future HCBS waiver or MCOP enrollment, and inform the AAA of the proposed or actual change in address (for entry in the eligibility system). When the member is moving to another MyCare Ohio service area, the MCOP must assist the member with contacting the Ohio Medicaid Consumer Hotline to select a new MCOP as soon as possible to avoid any break in MyCare Ohio enrollment.
36. **Transition of Care Requirements for Members who are Changing MyCare Ohio Plans.** When the MCOP is informed by ODM, or its designee, of a member who is changing to a different MCOP, the disenrolling MCOP must share, at a minimum, the current assessment and care plan, including the waiver service plan, with the enrolling MCOP prior to the new enrollment effective date.

37. **Restricted Medicaid Coverage Periods.** The MCOP must ensure accurate claims payment to nursing facility (NF) and home and community-based services (HCBS) waiver providers by appropriately modifying payment when a member has patient liability obligations, lump sum amount(s) pursuant to 5160-3-39.1, and/or restricted Medicaid coverage periods (RMCP). The MCOP is prohibited from paying for NF services and LTSS during an RMCP. The MCOP must utilize HIPAA compliant enrollment files for patient liability obligations and RMCPs.
38. **Patient Liability and Cost of Care Reconciliation.** Pursuant to Appendix B-5.c.i of the approved 1915(c) MyCare Ohio waiver, following a four month claims run-out period, MCOPs must provide monthly reconciliation reports, as designated by ODM, to each AAA documenting any month for which the waiver member's actual cost of HCBS waiver services is less than the member's patient liability amount for the same period. For all members except those using the Assisted Living Service, the report must specify the actual payment amount of HCBS waiver services delivered and the patient liability amount for the applicable month. The report must be submitted to the AAA no later than the 15th of the month. If no members meet the reporting criteria, the MCOP must enter 'N/A' in the first row of all columns and submit as instructed.
39. **Waiver Enrollment.** For new enrollment on the MyCare waiver, the MCOP or its designee must assist the member in contacting the local waiver agency for assessment and in coordinating waiver eligibility requests through the CDJFS. The CDJFS will generate a waiver eligibility approval or denial notice with hearing rights. MCOPs must authorize waiver services in accordance with OAC 5160-58-01.1 and 5160-26-03.1.
40. **Health Information System Requirements.** The ability to develop and maintain information management systems capacity is crucial to successful plan performance. ODM therefore requires MCOPs to demonstrate their ongoing capacity in this area by meeting several related specifications.
 - a. Health Information System
 - i. As required by 42 CFR 438.242(a), the MCOP must maintain a health information system that collects, analyzes, integrates, and reports data. The system must provide information on areas including, but not limited to, utilization, grievances and appeals, and MCOP membership terminations for other than loss of Medicaid eligibility.
 - ii. As required by 42 CFR 438.242(b)(1), the MCOP must collect data on member and provider characteristics and on services furnished to its members.
 - iii. As required by 42 CFR 438.242(b)(2), the MCOP must ensure that data received from providers is accurate and complete by verifying the accuracy and timeliness of reported data, screening the data for completeness, logic, and consistency, and collecting service information in standardized formats to the extent feasible and appropriate.

- iv. As required by 42 CFR 438.242(b)(4), the MCOP must make all collected data available upon request by ODM or CMS.
 - v. Acceptance testing of any data that is electronically submitted to ODM is required:
 - 1. Before the MCOP may submit production files;
 - 2. Whenever the MCOP changes the method or preparer of the electronic media; and/or
 - 3. When ODM determines that the MCOP's data submissions have an unacceptably high error rate.
 - vi. When the MCOP changes or modifies information systems that are involved in producing any type of electronically submitted files, either internally or by changing vendors, it is required to submit to ODM for review and approval a transition plan that includes the submission of test files in the ODM-specified formats. Once an acceptable test file is submitted to ODM, as determined solely by ODM, the MCOP can return to submitting production files. ODM will inform the MCOP in writing when a test file is acceptable. Once the MCOP's new or modified information system is operational, that MCOP will have up to 90 days to submit an acceptable test file and an acceptable production file.
 - vii. Submission of test files can start before the new or modified information system is in production. ODM reserves the right to verify any MCOP's capability to report elements in the minimum data set prior to executing the provider agreement for the next contract period. Sanctions for noncompliance with this requirement are specified in the Compliance Methodology document.
- b. Claims Adjudication and Payment Processing Requirements
- i. The MCOP must have the capacity to electronically accept and adjudicate all claims to final status (payment or denial). Information on claims submission procedures must be provided to non-contracting providers within 30 days of a request. The MCOP must inform providers of its ability to electronically process and adjudicate claims and the process for submission. Such information must be initiated by the MCOP and not only in response to provider requests. The MCOP must have a sufficient number of provider service representatives who are knowledgeable of the MCOP's claims system.
 - ii. The MCOP must notify providers who have submitted claims of claims status [paid, denied, pended (suspended)] within one month of receipt by the MCOP or its designee. Such notification may be in the form of a claim payment/ remittance advice produced on a routine monthly, or more frequent, basis. The MCOP provider portal must allow for the

availability of all remittance advices upon request, and should be capable of elements such as the following submission, resubmission and adjustment.

- iii. The MCOP must implement an Electronic Visit Verification (EVV) system in a timeframe determined by ODM. The timeframe will be no earlier than the timeframe when Fee-For-Service Medicaid implements the EVV system, scheduled for January 1, 2018. The MCOP may use the data collection system established by ODM, or may elect to implement another EVV data collection system so long as it meets all of the ODM data collection system requirements. The MCOP EVV data collection system must successfully provide data to the ODM data gathering system. The MCOP shall utilize data from the EVV data collection system to adjudicate service claims for private duty nursing, state plan home health nursing and aide services, RN assessment services, and waiver nursing and aide services. Prior to implementation, the MCOP must inform providers of the use of the EVV data collection system and how the data will be utilized by the MCOP. The MCOP must also provide assistance on utilization of the collection system, as appropriate, to individuals receiving services, direct care workers and providers.
- iv. Except in the event of fraud or abuse, the MCOP is prohibited from recovering back or adjusting any payments that are beyond two years from the date of payment of the claim due to the MCOP member's retroactive termination of coverage from the MCOP, unless the MCOP is required to do so by CMS, ODM, or applicable state or federal law and regulation.
- v. The MCOP must have policies providing that, upon discovery of claims payment systemic errors that resulted in incorrectly underpaying or denying claims, the MCOP is required to reprocess and correctly pay such claims, from the date of identification of the error retroactively through the period specified in the contract between the MCOP and the provider for claims payment corrective activity. A claims payment systemic error is defined as involving more than five providers, or involving a significant number of payment errors if five or fewer providers are affected. If a claims payment systemic error occurs, the MCOP shall notify ODM of the error and shall specify its process and timeline for corrective action, unless the MCOP corrects the payments within 60 days from the date of identification of the error. The MCOP's policies must include how corrective action will be taken on behalf of all affected providers, regardless of whether the claims payment systemic error is identified by the MCOP or by any provider. If the error is not a claims payment systemic error, the MCOP shall correct the payments within 60 days from the date of identification of the error.

- vi. The MCOP must load rate changes into applicable systems within 30 calendar days of being notified by ODM of the change.
- vii. The MCOP is prohibited from engaging in practices that unfairly or unnecessarily delay the processing or payment of any claim for MCOP members.
- viii. The MCOP is required to give a 30 calendar day advance notice to providers of any new edits or system changes related to claims adjudication or payments processing.

c. Electronic Data Interchange (EDI)

- i. The MCOP shall comply with all applicable provisions of HIPAA including EDI standards for code sets and the following electronic transactions:
 - Health care claims;
 - Health care claim status request and response;
 - Health care payment and remittance status;
 - National Standard code sets; and
 - National Provider Identifier (NPI).
- ii. Each EDI transaction processed by the MCOP shall be implemented in conformance with the appropriate version of the transaction implementation guide, as specified by applicable federal rule or regulation.
- iii. The MCOP must have the capacity to accept the following transactions from ODM consistent with EDI processing specifications in the transaction implementation guides and in conformance with the 820 and 834 Transaction Companion Guides issued by ODM:
 - ASC X12 820 - Payroll Deducted and Other Group Premium Payment for Insurance Products; and
 - ASC X12 834 - Benefit Enrollment and Maintenance.
- iv. The MCOP shall comply with the HIPAA-mandated EDI transaction standards and code sets no later than the required compliance dates as set forth in the federal regulations.
- v. The capacity of the MCOP and/or applicable trading partners and business associates to electronically conduct claims processing and related transactions in compliance with standards and effective dates mandated by HIPAA must be demonstrated, to the satisfaction of ODM, as outlined below.
- vi. The MCOP shall comply with the transaction standards and code sets for sending and receiving applicable transactions as specified in 45 CFR Part 162 (HIPAA regulations). In addition the MCOP must enter into the appropriate trading partner agreement and implemented standard code

sets. If the MCOP has obtained third-party certification of HIPAA compliance for any of the items listed below, that certification may be submitted in lieu of the MCOP's written verification for the applicable items.

1. Trading Partner Agreements
 2. Code Sets
 3. Transactions
 - a. Health Care Claims or Equivalent Encounter Information (ASC X12N 837 & NCPDP 5)
 - b. Eligibility for a Health Plan (ASC X12N 270/271)
 - c. Referral Certification and Authorization (ASC X12N 278)
 - d. Health Care Claim Status (ASC X12N 276/277)
 - e. Enrollment and Disenrollment in a Health Plan (ASC X12N 834)
 - f. Health Care Payment and Remittance Advice (ASC X12N 835)
 - g. Health Plan Premium Payments (ASC X12N 820)
 - h. Coordination of Benefits
- vii. The MCOP must complete and submit an EDI trading partner agreement in a format specified by ODM. Submission of the copy of the trading partner agreement prior to entering into this Agreement may be waived at the discretion of ODM. If submission prior to entering into this Agreement is waived, the trading partner agreement must be submitted at a subsequent date determined by ODM.
- viii. Noncompliance with the EDI and claims adjudication requirements will result in the imposition of sanctions, as outlined in the Compliance Methodology document.
- d. Encounter Data Submission Requirements
- i. Each MCOP must collect data on services furnished to members through a claims system and must report encounter data electronically to ODM as specified in Appendix L.
 - ii. The MCOP must have the capability to report all elements in the Minimum Data Set as set forth in the ODM Encounter Data Specifications and must submit a test file in the ODM-specified medium in the required formats prior to contracting or prior to an information systems replacement or

update. Acceptance testing of encounter data is required as specified in Section 43 of this Appendix.

- iii. A certification letter must accompany the submission of an encounter data file in the ODM-specified medium. The certification letter must be signed by the MCOP's Chief Executive Officer (CEO), Chief Financial Officer (CFO), or an individual who has delegated authority to sign for, and who reports directly to, the MCOP's CEO or CFO.
- e. The MCOP must submit files as specified in the *MyCare Ohio Nursing Facility Specifications and Submission Instructions* within timeframes specified by ODM. In addition, the MCOP must collect and submit to ODM upon request the actual nursing facility admission date (any payer) of each member for whom a 100-day threshold was submitted. Pursuant to 42 CFR 438.606, the CEO or CFO remains responsible for certification regardless of delegated signee.
- f. In accordance with 42 CFR 438.606, the MCOP must submit a signed data certification letter to ODM attesting to the accuracy and completeness of its audited HEDIS IDSS data submitted to ODM. Each MCOP must also submit to ODM a signed data certification letter attesting to the accuracy and completeness of its final HEDIS audit report (FAR) submitted to ODM. Each data certification letter is due to ODM on the same day the respective HEDIS IDSS data/FAR is to be submitted. For complete instructions on submitting the data certification letters, see ODM Methodology for MCOP Self-Reported, Audited HEDIS Results.
- g. ODM or its designee may review the information system capabilities of each MCOP at the following times: before ODM enters into a provider agreement with a new MCOP, when a participating MCOP undergoes a major information system upgrade or change, when there is identification of significant information system problems, or any time at ODM's discretion. Each MCOP must participate in the review. The review will assess the extent to which the MCOP is capable of maintaining a health information system including producing valid encounter data, performance measures, and other data necessary to support quality assessment and improvement, as well as managing the care delivered to its members. The following activities, at a minimum, will be carried out during the review. ODM or its designee will:
 - i. Review the Information Systems Capabilities Assessment (ISCA) forms, as developed by CMS, which the MCOP will be required to complete;
 - ii. Review the completed ISCA and accompanying documents;
 - iii. Conduct interviews with MCOP staff responsible for completing the ISCA, as well as staff responsible for aspects of the MCOP's information systems function;

- iv. Analyze the information obtained through the ISCA, conduct follow-up interviews with MCOP staff, and write a statement of findings about the MCOP's information system;
 - v. Assess the ability of the MCOP to link data from multiple sources;
 - vi. Examine MCOP processes for data transfers;
 - vii. If an MCOP has a data warehouse, evaluate its structure and reporting capabilities;
 - viii. Review MCOP processes, documentation, and data files to ensure that they comply with state specifications for encounter data submissions; and
 - ix. Assess the claims adjudication process and capabilities of the MCOP.
41. If the MCOP will be using the Internet functions that will allow approved users to access member information (e.g., eligibility verification), the MCOP must ensure that the proper safeguards, firewalls, etc., are in place to protect member data.
42. Pursuant to 42 CFR 438.106(b), the MCOP acknowledges that it is prohibited from holding a member liable for the cost of services provided to the member in the event that ODM fails to make payment to the MCOP.
43. In the event of an insolvency of an MCOP, the MCOP, as directed by ODM, must cover the continued provision of services to members until the end of the month in which insolvency has occurred, and must also continue the coverage of inpatient services until the date of discharge for a member who is institutionalized when insolvency occurs.

44. Information Required for MCOP Provider Websites.

- a. The MCOP must have a secure internet-based website for contracting providers through which providers can confirm a member's enrollment and through which providers can submit and receive responses to prior authorization requests (an e-mail process is an acceptable substitute if the website includes the MCOP's e-mail address for such submissions). The provider website must contain accurate enrollment information for all members including whether a member is a dual benefits member or a Medicaid-only member, specifically using those terms.
- b. The MCOP provider website must also include, at a minimum, the following information which must be accessible to providers and the general public without any log-in restrictions:
 - i. MCOP contact information, including the MCOP's designated contact for provider issues;
 - ii. A listing of the counties the MCOP serves unless the MCOP serves the entire state in which case the MCOP may indicate it services the entire state;

- iii. The MCOP's provider manual including the MCOP's claims submission process, as well as a list of services requiring PA, recent newsletters and announcements;
 - iv. The MCOP's policies and procedures for out-of-network providers to seek payment of claims for emergency, post-stabilization and any other services authorized by the MCOP;
 - v. The MCOP's on-line provider directory as referenced in section 48.a. of this appendix; and
 - vi. The MCOP's PDL, including an explanation of the list and identification of any preferred drugs that require PA, the MCOP's list of drugs that require PA, including an explanation of the list, identification of first line drugs for drugs that require PA for step therapy, how to initiate a PA, and the MCOP's policy for coverage of generic versus brand name drugs. ODM may require the MCOP to include additional information on the provider website as needed.
 - vii. The MCOP must publish a 30 days advance notice of changes to the MCOP's PDL, the list of drugs requiring PA or any other service or device requiring PA via their website. In addition, 30 days prior to all PA requirement changes, MCOPs must notify providers, via email or standard mail, the specific location of prior authorization change information on the website, pursuant to ORC 5160.34(B)(9-10).
 - viii. The MCOP must provide documentation specifics for PA completion and details about Medicaid programs and their services requiring PA (e.g., drugs, devices) pursuant to ORC 5160.34(B)(11).
 - ix. The MCOP must provide prescribers with in-office access to their preferred drug and PA lists via the availability of at least one hand-held software application.
 - x. The MCOP must provide all Healthchek information as specified in 26. of this Appendix.
- c. The MCOP must adhere to website requirements set forth in 2.12.5.1.4 and 2.14.3.1.3 of the Three-Way Contract.
45. **Provider Feedback.** The MCOP must have the administrative capacity to offer feedback to individual providers on their adherence to evidence-based practice guidelines; and positive and negative care variances from standard clinical pathways that may impact outcomes or costs. In addition, the feedback information may be used by the MCOP for activities such as provider performance improvement projects that include incentive programs or the development of quality improvement programs.
46. **Coordination of Benefits Agreement (COBA).** In compliance with 42 CFR 438.3(t), the MCOP must maintain and update their COBA Attachment to the ODM COBA Agreement

with CMS' Benefits Coordination and Recovery Center (BCRC). The MCOP must provide ODM with a COBA communication contact to coordinate communication and attend meetings with the BCRC and ODM. The MCOP must also provide ODM with a technical contact to answer questions about the file transfer process and attend technical meetings as required to successfully test and administer the COBA process. Technical and Communication contacts are required to attend a monthly conference call for Group 2 titled: Medicaid/Fiscal Agents, hosted by the BCRC.

- a. The MCOP must initiate file testing with the BCRC upon request from ODM and/or the BCRC. The MCOP must inform ODM in writing upon successful conclusion of testing and readiness for production.
- b. Production files must be submitted on the same schedule as ODM, the 2nd and 15th of each calendar month, in accordance with the file specifications issued by the BCRC, and must include all enrollment spans added or deleted on the MCOP's 834 C and F files.
- c. The MCOP must submit a monthly status report ODM by the 25th of each month, documenting production file status and any issues affecting testing and/or production. Production status reports must contain an attestation that the file submissions to the BCRC were accurate, complete, and timely; that the information submission and receipt of data were made in accordance with 45 CFR 164.502 and 45 CFR 164.504(e); and that all protected health information was safeguarded appropriately. If there was a problem with any production file, the status report must document the reason for the error

47. Third Party Liability (TPL)

- a. Coordination of Benefits. When a claim is denied due to TPL, the MCOP must timely share appropriate and available information regarding the third party to the provider for the purposes of coordination of benefits, including, but not limited to TPL information received from ODM. In addition, the MCOP must follow the requirements set forth in 5.1.13 of the Three-Way Contract.
- b. Recovery. ODM reserves the right to collect and retain any recovery of third party resources for individuals assigned to the MCOPs for collection to the extent that the third party resources remain uncollected from one year from the payment date of the claim.

48. Unless otherwise indicated, MCOP submissions with due dates that fall on a weekend or holiday are due the next business day.

49. The MCOP must subscribe to the appropriate distribution lists for notification of all OAC rule clearances, final rules published with medical assistance letters (MALs), Medicaid handbook transmittal letters (MHTLs), and other transmittal letters affecting managed care program requirements. The MCOP is solely responsible for submitting its names and email addresses to the appropriate distribution lists and is also responsible for ensuring the validity of any e-mail addresses maintained on those distribution lists.

50. Transfer of PHI from ODM Incident Management and Provider Oversight Contractors.

ODM contracts with a vendor, Public Consulting Group (PCG), to serve as the incident management vendor for ODM with respect to the management and investigation of incidents and provider oversight for certain Ohio Medicaid waiver and Specialized Recovery Services (SRS) program consumers. The MCOP shall report and investigate incidents for MyCare Ohio waiver and SRS program members in accordance with OAC rule 5160-58-05.3. Additionally, the MCOP shall report each month to the ODM Bureau of Long-Term Services and Supports (BLTSS), incidents reported to the MCOP for members who are also enrolled in the SRS program that fall under OAC rule 5160-58-05.3 (F)(6) – (F)(11). The report shall be in a format provided to the MCOP by ODM BLTSS.

- a. ODM has instructed PCG to accept and provide data to the MCOPs. The data to be transferred includes Protected Health Information (PHI) as defined in 45 C.F.R. Parts 160 and 164 (“Privacy Regulations”).
- b. ODM and the MCOP are covered entities under HIPAA. Both PCG and the MCOP are Business Associates of ODM, as defined in the Privacy Regulations, and have executed Business Associate Agreements directly with ODM in accordance with HIPAA and the Privacy Regulations.
- c. Data shall be transferred in electronic format. It shall include the data fields set forth in the data transfer document that was jointly developed by ODM, PCG, and the MCOPs. MCOPs must also provide waiver member case notes (at least one month prior to the incident), the most recent assessment, and the service plan in effect at the time of the incident. Plans are encouraged to submit these documents at the time the incident report is made to PCG, but when that is not possible, MCOPs must send them to PCG no later than three working days after submitting the incident report to PCG. For the purpose of investigating incidents set forth in OAC rule 5160-58-05.3 (F)(1) through (F)(5), PCG, ODM or PCG and ODM jointly may ask for additional information, records, data, documentation, prevention plans, etc. as deemed necessary by ODM or PCG to complete the investigation or prevention plan evaluation. If necessary to ensure the immediate health and welfare of the members, the request may be made before the three working days standard. The MCOP shall respond promptly to PCG and/or ODM requests for documentation (to ensure that incident investigations may be completed within the required timeframe established in OAC rule 5160-58-05.3 or as otherwise instructed by ODM). MCOPs and PCG shall exchange such information as necessary for the MCOP to meet both entities’ contractual duties under this Agreement. The MCOP shall be held to the requirements set forth in the ODM MyCare Ohio Waiver Incident Escalation Procedure. If ODM learns that an MCOP has not promptly submitted required materials, ODM may impose a sanction on the MCOP in accordance with Appendix N.
- d. ODM represents and warrants that separate from this Provider Agreement, a Business Associate agreement that complies fully with the Health Insurance Portability and Accountability Act of 1996 and the HITECH provisions of the

American Recovery and Reinvestment Act of 2009 (collectively “HIPAA”) and with 45 C.F.R. Parts 160 and 164 (the “Privacy Regulations”) has been executed by PCG and is currently effective, and will remain in effect for the Term of this Agreement.

- e. The MCOP must also establish SFTP and VPN secure data transfer methods with PCG, in order to comply with requirements pursuant to the MyCare Ohio 1915(c) approved waiver and OAC 5160-58-05.3.
51. Pursuant to O.R.C. 5167.14, the MCOP must enter into a data security agreement with the State of Ohio’s Board of Pharmacy that governs the MCOP’s use of the Board’s drug database established and maintained under O.R.C. 4729.75.
52. Upon request by ODM, the MCOP must share data with ODM’s actuary. ODM and the MCOP are covered entities under HIPAA. ODM represents and warrants that separate from this Provider Agreement, a Business Associate agreement that complies fully with HIPAA and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the implementing federal regulations under both Acts, has been executed by Mercer, is currently in effect, and will remain in effect for the Term of this Agreement.
53. As outlined in OAC rules 5160-58-01.1 and 5160-26-05 and the Three-Way, MCOP subcontractors and referral providers may not bill enrollees any amount greater than would be owed if the entity provided the services directly (i.e., no balance billing by providers).
54. **Conducting Business Outside the United States.**
 - a. The MCOP must comply with Executive Order 2011-12K. A copy of Executive Order 2011-12K can be found at <http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>. This Executive Order prohibits the use of public funds to purchase services that will be provided outside of the United States except under certain circumstances. Such services include the use of offshore programming or call centers. Additionally, the MCOP must not transfer PHI to any location outside the United States or its territories.
 - b. Pursuant to 42 CFR 438.602, no MCOP claim paid to any provider, out-of-network provider, subcontractor, or financial institution located outside of the United States is considered in capitation rates. In addition, no contracting ODM MCOP shall be located outside the United States or its territories.
55. **National Committee for Quality Assurance (NCQA) Requirements.** The MCOP must hold and maintain accreditation by the NCQA for the Medicare or Medicaid line of business as specified in 2.2.4 of the Three-Way. The MCOP must achieve and/or maintain an Excellent, Commendable or Accredited status. If the MCOP receives a provision or denied status from NCQA, the MCOP will be subject to sanctions as noted in Appendix N. Compliance will be assessed annually based on the MCOP’s accreditation status as of September 15th of each year. Upon completion of the accreditation survey,

the MCOP must provide any and all documents related to achieving accreditation upon ODM's request as specified in 2.2.4 of the Three-Way.

56. **Advisory Councils.** The MCOP must comply with Section 2.9.5 of the Three-Way, and must report the following to ODM on the 15th of July, October, January and April of each calendar year:
- a. List of attending members during the prior quarter for each regional Consumer Advisory Board;
 - b. Meeting dates, agenda and the minutes from each regional meeting that occurred during the prior quarter; and
 - c. The MCOP's method for determining the Board's membership reflects the diversity of its enrolled population and includes members with disabilities.
57. **Home and Community Based Services (HCBS) Waiver Requirements.** For reconciliation of existing waiver enrollees to the MyCare waiver, the MCOP must report to ODM any MyCare member for whom an active waiver span is indicated on the 834 file that documents any waiver but the MyCare Ohio waiver. The MCOP must submit monthly waiver enrollment information to ODM, and must participate in an annual waiver enrollment reconciliation process at the end of each waiver year.
58. **Payment/Adjustment to Capitation in Consideration of the ACA Section 9010 Health Insurance Providers Fee.** The following payment/adjustment to capitation information applies only to MCOPs that are covered entities under Section 9010 of the Patient Protection and Affordable Care Act, as amended by Section 10905 of the same Act, and as further amended by Section 1406 of the Health Care and Education Reconciliation Act of 2010 (collectively, the "ACA"), and thus required to pay an annual fee ("Annual Fee") for United States health risks.
- a. The ACA requires the MCOP to pay the Annual Fee no later than September 30th (as applicable to each relevant year, the "Fee Year") with respect to premiums paid to the MCOP in the preceding calendar year (as applicable to each relevant year, the "Data Year"), and continuing similarly in each successive year.
 - b. In order to satisfy the requirement for actuarial soundness set forth in 42 CFR 438.6(c) with respect to amounts paid by ODM under this Agreement, the parties agree that ODM shall make a payment or an adjustment to capitation to the MCOP for the full amount of the Annual Fee allocable to this Agreement, as follows:
 - i. Amount and method of payment: For each Fee Year, ODM shall make a payment or an adjustment to capitation to the MCOP for that portion of the Annual Fee that is attributable to the premiums paid by ODM to the MCOP (the "Ohio Medicaid-specific Premiums") for risks in the applicable Data Year under the Agreement, less any applicable

exclusions and appropriate credit offsets. These payments or adjustments to be made by ODM will include the following:

1. The amount of the Annual Fee attributable to this Agreement;
2. The corporate income tax liability, if any, that the MCOP incurs as a result of receiving ODM's payment for the amount of the Annual Fee attributable to this Agreement; and
3. Any Ohio state and local Sales and Use taxes and Health Insuring Corporation taxes.

Because the amount of the Annual Fee will not be determinable until after ODM makes the regular capitation payment to the MCOP, ODM shall annually make this payment or adjustment to capitation separately from the regular capitation rate paid to the MCOP.

- ii. Documentation Requirements: ODM shall pay the MCOP after it receives sufficient documentation, as determined by ODM, detailing the MCOP's Ohio Medicaid-specific liability for the Annual Fee. The MCOP shall provide documentation that includes the following:

1. Total premiums reported on IRS Form 8963;
2. Ohio Medicaid-specific premiums included in the premiums reported on Form 8963;
3. The amount of the Annual Fee as determined by the IRS; and
4. The corporate income tax rate applicable to the year of such payments.

Payment by ODM is intended to put the MCOP in the same position as the MCOP would have been in had no Annual Fee been imposed upon the MCOP.

This provision shall survive the termination of the Agreement.

59. The MCOP must have a listing of available independent providers and assist a member in finding an independent provider when requested by the member.
60. **MCOP Portfolio Expansion.** An MCOP must immediately report to ODM all arrangements wherein services or contracts may overlap with Medicaid plans when seeking to expand their portfolio through contracts with other entities.
61. **Subcontractual Relationships and Delegation.** An MCOP that delegates to any first tier, downstream and related entity (FDRs) as defined in 42 CFR 423.4, must ensure that it has an arrangement with the FDR to perform administrative services as defined below on the MCOP's behalf.

- a. Unless otherwise specified by ODM, administrative services include: care management, marketing, utilization management, quality improvement, enrollment, disenrollment, membership functions, claims administration, licensing and credentialing, provider network management, and coordination of benefits.
- b. Before an MCOP enters into an arrangement with an FDR to perform an administrative function not listed above that could impact a member's health, safety, welfare or access to Medicaid covered services, the MCOP must contact ODM to request a determination of whether or not the function should be included as an administrative service that complies with the provisions listed herein.
- c. An MCOP that enters into a written arrangement with an FDR shall include the following enforceable provisions:
 - i. A description of the administrative services to be provided by the FDR and any requirements for the FDR to report information to the MCOP.
 - ii. The beginning date and expiration date or automatic renewal clause for the arrangement, as well as applicable methods of extension, renegotiation and termination.
 - iii. Identification of the service area and Medicaid population, either "dual" or "dual and non-dual" the FDR will serve.
 - iv. A provision stating that the FDR shall release to the MCOP and ODM any information necessary for the MCOP to perform any of its obligations under the MCOP's provider agreement with ODM, including but not limited to compliance with reporting and quality assurance requirements.
 - v. A provision that the FDR's applicable facilities and records will be open to inspection by the MCOP, ODM, its designee or other entities as specified in OAC rule.
 - vi. A provision that the arrangement is governed by, and construed in accordance with all applicable state or federal laws, regulations and contractual obligations of the MCOP. The arrangement shall be automatically amended to conform to any changes in laws, regulations and contractual obligations without the necessity for written amendment.
 - vii. A provision that Medicaid eligible individuals and ODM are not liable for any cost, payment, copayment, cost-sharing, down payment, or similar charge, refundable or otherwise for services performed, including in the

event the FDR or MCOP cannot or will not pay for the administrative services. This provision does not prohibit waiver entities from collecting patient liability payments from MCOP members as specified in OAC rule 5160:1-6-05.1.

- viii. The procedures to be employed upon the ending, nonrenewal or termination of the arrangement including at a minimum to promptly supply any documentation necessary for the settlement of any outstanding claims or services.
 - ix. A provision that the FDR will abide by the MCOP's written policies regarding the False Claims Act and the detection and prevention of fraud, waste and abuse.
 - x. A provision that the FDR, and all employees of the FDR, are subject to the applicable provider qualifications in OAC rule 5160-26-05.
 - xi. For an FDR providing administrative services that result in direct contact with a Medicaid eligible individual, a provision that the FDR will identify, and where indicated, arrange pursuant to the mutually agreed upon policies and procedures between the MCOP and FDR for the following at no cost to the individual or ODM:
 - 1. Sign language services; and
 - 2. Oral interpretation and oral translation services.
 - xii. For an FDR providing licensing and credentialing services of medical providers an provision that:
 - 1. The credentials of medical professionals affiliated with the party or parties will be reviewed by the MCOP; or
 - 2. The credentialing process will be reviewed and approved by the MCOP and the MCOP will audit the credentialing process on an ongoing basis.
 - xiii. For an FDR providing administrative services that result in the selection of providers, a provision that the MCOP retains the right to approve, suspend, or terminate any such selection.
 - xiv. A provision that permits ODM or the MCOP to seek revocation or other remedies, as applicable, if ODM or the MCOP determine that the FDR has not performed satisfactorily or the arrangement is not in the best interest of the MCOP's members.
- d. The MCOP is ultimately responsible for meeting all contractual obligations

under the MCOP's provider agreement with ODM. The MCOP must:

- i. Ensure that the performance of FDR is monitored on an ongoing basis to identify any deficiencies or areas for improvement;
 - ii. Impose corrective action on the FDR as necessary; and
 - iii. Maintain policies and procedures that ensure there is no disruption in meeting their contractual obligations to ODM, if the FDR or MCOP terminates the arrangement between the FDR and the MCOP.
- e. Unless otherwise specified by ODM, all information required to be submitted to ODM must be submitted directly by the MCOP.
- f. Information regarding new, changes to, or termination of FDR arrangements must be reported to ODM no less than 15 days prior to it taking effect.
- g. Delegation requirements do not apply to care management arrangements between an MCOP and a Recovery Management entity as cited in appendix K.

APPENDIX D

ODM RESPONSIBILITIES

The following are the Ohio Department of Medicaid (ODM) responsibilities or clarifications that are not otherwise specifically stated in OAC Chapters 5160-26, 5160-58 or elsewhere in the Provider Agreement.

1. ODM will provide MCOPs with an opportunity to review and comment on the rate-setting time line, proposed rates, proposed changes to the OAC program rules, and the provider agreement.
2. ODM will notify MCOPs of managed care program policy and procedural changes and, whenever possible, offer sufficient time for comment and implementation.
3. ODM will provide regular opportunities for MCOPs to receive program updates and discuss program issues with ODM staff.
4. ODM will provide technical assistance sessions where MCOP attendance and participation is required. ODM will also provide optional technical assistance sessions to MCOPs, individually or as a group.
5. ODM will provide MCOPs with linkages to organizations that can provide guidance on the development of effective strategies to eliminate health disparities.
6. ODM will conduct an annual analysis of Medicaid eligible individuals to identify whether there are any prevalent common primary languages, other than English, in an MCOP's service area. ODM will notify the MCOP of any languages that are identified as prevalent for the purpose of translating marketing and member materials.
7. ODM will provide each MCOP with an annual MCOP Calendar of Submissions outlining major submissions and due dates.
8. ODM will identify contact staff, including the Contract Administrator (CA), selected for each MCOP.
9. ODM will provide each MCOP with an electronic Provider Master File containing all the Ohio Medicaid fee-for-service (FFS) providers, which includes their Medicaid Provider Numbers, as well as all providers who have been assigned a provider reporting number for current encounter data purposes. This file will also include NPI information when available.

10. Member Information.

- a. ODM, or its designee, will provide membership notices, informational materials, and instructional materials to members and eligible individuals in a manner and

format that may be easily understood. At least annually, ODM or its designee will provide current MCOP members with an open enrollment notice which describes the MyCare Ohio program and includes information on the MCOP options in the service area and other information regarding the MyCare Ohio program.

- b. ODM will notify members or ask MCOPs to notify members about significant changes affecting contractual requirements, member services or access to providers.
- c. If an MCOP elects not to provide, reimburse, or cover a counseling service or referral service due to an objection to the service on moral or religious grounds, ODM will provide coverage and reimbursement for these services for the MCOP's members. As applicable, ODM will provide information to the MCOP's members on what services the MCOP will not cover and how and where the MCOP's members may obtain these services.

11. Membership Selection and Premium Payment.

- a. The Ohio Medicaid Consumer Hotline (hereafter referred to as the "Hotline") is responsible for providing unbiased education and selection services for the Medicaid managed care program. The Hotline operates a statewide toll-free telephone center to assist eligible individuals in selecting an MCOP or choosing a health care delivery option.
- b. Eligible individuals who fail to select a plan will be auto-assigned to an MCOP at the discretion of ODM in accordance with CFR 438.54.
- c. ODM or their designated entity shall provide Consumer Contact Records (CCRs) to MCOPs on no less than a weekly basis. A CCR is a record of each consumer-initiated MCOP enrollment, change, or termination, and each Hotline-initiated MCOP assignment processed through the Hotline.
- d. ODM verifies MCOP enrollment via a membership roster. ODM or its designated entity provides HIPAA compliant 834 compliant daily and monthly transactions.
- e. ODM will remit monthly premium payment to the MCOPs via an electronic funds transfer (EFT), or at the discretion of ODM, by paper warrant.
- f. ODM will confirm all premium payments paid to the MCOP during the month via a monthly RA. ODM or its designated entity will provide a record of each recipient detail level payment via HIPAA 820 compliant transactions. ODM or its designee will keep a record of each MCOPs Accounts Payable (e.g. Pay 4 Performance, and Health Insurance Provider Fee) and Accounts Receivable (e.g. Penalty, Credit Balance) transaction on the MITS Provider Portal Report Tab.

- g. ODM will provide optional dual benefits enrollment and will not require mandatory Medicaid only enrollment for individuals who are determined eligible for County Board of Developmental Disabilities Services.
- 12. ODM will make available a website which includes current program information.
- 13. ODM will regularly provide information to MCOPs regarding different aspects of MCOP performance including, but not limited to, information on MCOP-specific and statewide external quality review organization surveys, focused clinical quality of care studies, consumer satisfaction surveys and provider profiles.
- 14. The Office of Managed Care (OMC) is responsible for the oversight of the MCOPs' provider agreements with ODM. Within the OMC, a specific Contract Administrator (CA) has been assigned to each MCOP. Unless expressly directed otherwise, an MCOP shall first contact its designated CA for questions/assistance related to Medicaid and/or the MCOP's program requirements /responsibilities. If its CA is not available and the MCOP needs immediate assistance, MCOP staff should request to speak to a supervisor within the Managed Care Contract Administration Section.

APPENDIX E
RATE METHODOLOGY

APPENDIX F

MARKETING AND MEMBER COMMUNICATIONS

The following are the MyCare Ohio Plan's (MCOP's) responsibilities related to communicating with eligible individuals pre-enrollment and MCOP members post-enrollment. Upon request, the MCOP will provide both members and eligible individuals with a copy of their practice guidelines.

1. The MyCare Ohio logo must be on all member communications and marketing materials, excluding nominal gifts.
2. **Marketing Activities.** Marketing means any communication from an MCOP to an eligible individual who is not a member of that MCOP that can reasonably be interpreted as intended to influence the individual to select membership in that MCOP, or to not select membership in or to terminate membership from another MCOP. When marketing, MCOPs must follow the following guidelines:
 - a. Ensure that representatives, as well as materials and plans, represent the MCOP in an honest and forthright manner, and do not make statements which are inaccurate, misleading, confusing, or otherwise misrepresentative, or which defraud the eligible individuals or ODM.
 - b. Ensure that no marketing activity directed specifically toward the Medicaid population begins prior to approval by ODM.
 - c. Not engage directly or indirectly with cold-call marketing activities including, but not limited to, door-to-door or telephone contact. Cold-call marketing means any unsolicited personal contact by the MCOP with an eligible individual for the purpose of marketing.
 - d. Receive prior approval from any event or location where the MCOP plans to provide information to eligible individuals.
 - e. Not offer material or financial gain, including but not limited to, the offering of any other insurance, to an eligible individual as an inducement to select MCOP membership.
 - f. Not offer inducements to any county department of job and family services (CDJFS) or Ohio Medicaid Consumer Hotline staff or to others who may influence an individual's decision to select MCOP membership.
 - g. MCOPs may offer nominal gifts prior-approved by ODM to an eligible individual as long as these gifts are offered whether or not the individual selects membership in the MCOP.

- h. MCOPs may reference member incentive/appreciation items in marketing presentations and materials; however, such member items must not be made available to non-members.
- i. Not make marketing presentations, defined as a direct interaction between an MCOP's marketing representative and an eligible individual, in any setting unless requested by the eligible individual.
- j. MCP marketing representatives must offer the ODM-approved solicitation brochure to the eligible individual at the time of the marketing presentation and must provide:
 - i. An explanation of the importance of reviewing the information in the ODM-approved solicitation brochure, how the individual can receive additional information about the MCOP prior to making an MCOP membership selection, and the process for contacting ODM to select an MCOP.
 - ii. Information that membership in the particular MCOP is voluntary and that a decision to select or not select the MCOP will not affect eligibility for Medicaid or other public assistance benefits.
 - iii. Information that each member must choose a PCP and must access providers and services as directed in the MCOP's member handbook and provider directory. Upon request, the MCOP must provide eligible individuals with a provider directory.
 - iv. Information that all medically necessary Medicaid covered services, as well as any additional services provided by the MCOP, will be available to all members.
- k. Prior to initiating member-requested Medicare marketing contact with a current or pending member for any corporate-family Medicare Advantage (MA) or Medicare Special Needs Plan (SNP) product, an MCOP member services representative or care manager must identify and resolve any confusion or service issues that may have motivated the member's request for a change in enrollment. MCOP member services representatives or care managers must also educate the member about the MCOP's dual benefits membership option. Once the issues are resolved and clarification about MCOP integrated enrollment is made, the member must be invited to rescind the marketing request.
- l. MCOP marketing representatives and other MCOP staff are prohibited from offering eligible individuals the use of a portable device (laptop computer, cellular phone, etc.) to assist with the completion of an online application to select and/or change MCOPs, as all enrollment activities must be completed by the Hotline.

3. **Marketing Representatives and Training.** An MCOP that utilizes marketing representatives for marketing presentations requested by eligible individuals must comply with the following:
- a. All marketing representatives must be employees of the MCOP. A copy of the representative's job description must be submitted to ODM.
 - b. No more than 50% of each marketing representative's total annual compensation, including salary, benefits and bonuses may be paid on a commission basis. For the purpose of this rule, any performance-based compensation would be considered a form of commission. Upon ODM request, the MCOP must make available for inspection, the compensation packages of marketing representatives.
 - c. Marketing representatives must be trained and duly licensed by the Ohio Department of Insurance to perform such activities.
 - d. The MCOP must develop and submit to ODM for prior approval (at initial development and at the time of revision) a marketing representative training program which must include:
 - i. A training curriculum including:
 1. A full review of the MCOP's solicitation brochure, provider directory and all other marketing materials including all video, electronic and print.
 2. An overview of the applicable public assistance benefits, designed to familiarize and impart a working knowledge of these programs.
 3. The MCOP's process for providing sign language, oral interpretation and oral translation services to an eligible individual to whom a marketing presentation is being made, including a review of the MCOP's written marketing materials.
 4. Instruction on acceptable marketing tactics, including a requirement that the marketing representatives may not discriminate on the basis of age, gender, gender identity, sexual orientation, disability, race, color, religion, national origin, military status, genetic information, ancestry, health status, or the need for health services.
 5. An overview of the ramifications to the MCOP and the marketing representatives if ODM rules are violated.
 6. Review of the MCOP's code of conduct or ethics.
 - ii. Methods that the MCOP will utilize to determine initial and ongoing competency with the training curriculum.

- e. Any MCOP staff person providing MCOP information or making marketing presentations to an eligible individual must:
 - i. Visibly wear an identification tag and offer a business card when speaking to an eligible individual and provide information which ensures that the staff person is not mistaken for an Ohio Medicaid Consumer Hotline, federal, state or county employee.
 - ii. Inform eligible individuals that the following MCOP information or services are available and how to access the information or services:
 - 1. Sign language, oral interpretation, and oral translation services at no cost to the member.
 - 2. Written information in the prevalent non-English languages of eligible individuals or members residing in the MCOP's service area.
 - 3. Written information in alternative formats.
 - iii. Not discriminate on the basis of age, gender, gender identity, sexual orientation, race, color, religion, national origin, military status, ancestry, disability, genetic information, health status, or the need for health services.
 - iv. Not ask eligible individuals questions related to health status or the need for health services.
 - f. Only ODM approved MCOP marketing representatives may make a marketing presentation upon request by the eligible individual or in any way advise or recommend to an eligible individual that he or she select MCOP membership in a particular MCOP. As provided in ORC Chapter 1751. and Section 3905.01, all non-licensed agents, including providers, are prohibited from advising or recommending to an eligible individual that he or she select MCOP membership in a particular MCOP as this would constitute the unlicensed practice of marketing.
 - g. MCOP informational displays do not require the presence of a marketing representative if no marketing presentation will be made.
4. **Marketing Materials.** Marketing materials are those items produced in any medium, by or on behalf of an MCOP, including gifts of nominal value (i.e., items worth no more than \$15.00), which can reasonably be interpreted as intended to market to eligible individuals as defined in OAC 5160-58-01.
- a. Marketing materials must comply with the following requirements:
 - i. Be available in a manner and format that may be easily understood.

- ii. Written materials developed to promote membership selection in an MCOP must be available in the prevalent non-English languages of eligible individuals in the service area and in alternative formats in an appropriate manner that takes into consideration the special needs of eligible individuals including but not limited to visually-impaired and LRP eligible individuals.
 - iii. Oral interpretation and oral translation services must be available for the review of marketing materials at no cost to eligible individuals.
 - iv. Be distributed to the MCOP's entire service area.
 - v. The mailing and distribution of all MCOP marketing materials must be prior-approved by ODM and may contain no information or text on the outside of the mailing that identifies the addressee as a Medicaid recipient.
 - vi. Not contain any assertion or statement (whether written or oral) that the MCOP is endorsed by the Centers for Medicare and Medicaid Services (CMS), the Federal or state government or similar entity.
- b. ODM or its designee may, at the MCOP's request, mail MCOP marketing materials to the eligible individuals. Postage and handling for each mailing will be charged to the requesting MCOP. The MCOP address must not be used as the return address in mailings to eligible individuals processed by ODM.
- c. Solicitation Brochure. The MCOP must have a solicitation brochure available to eligible individuals which contains, at a minimum:
- i. Identification of the Medicaid recipients eligible for the MCOP's coverage.
 - ii. Information that the MCOP's ID card replaces the member's monthly Medicaid card.
 - iii. A statement that all medically-necessary Medicaid-covered services will be available to all members, including Healthchek services for those individuals under age 21.
 - iv. A description of any additional services available to all members.
 - v. Information that membership selection in a particular MCOP is voluntary, that a decision to select MCOP membership or to not select MCOP membership in the MCOP will not affect eligibility for Medicaid or other public assistance benefits, and that individuals may change MCOPs under certain circumstances.
 - vi. Information on how the individual can request or access additional MCOP information or services, including clarification on how this information can be requested or accessed through:

1. Sign language, oral interpretation and oral translation services at no cost to the eligible individual;
 2. Written information in the prevalent non-English languages of eligible individuals or members in the MCOP's service area;
 3. Written information in alternative formats.
- vii. Clear identification of corporate or parent company identity when a trade name or DBA is used for the Medicaid product.
 - viii. A statement that the brochure contains only a summary of the relevant information and more details, including a list of providers and any physician incentive plans the MCOP operates will be provided upon request.
 - ix. Information that the individual must choose a PCP from the MCOP's provider panel and that the PCP will coordinate the member's health care.
 - x. Information that a member may change PCPs at least monthly.
 - xi. A statement that all medically necessary health care services must be obtained in or through the MCOP's providers except emergency care, behavioral health services provided through facilities and any other services or provider types designated by ODM..
 - xii. A description of how to access emergency services including information that access to emergency services is available within and outside the service area.
 - xiii. A description of the MCOP's policies regarding access to providers outside the service area.
 - xiv. Information on member-initiated termination options in accordance with OAC rule 5160-26-02.1.
 - xv. Information on the procedures an eligible individual must follow to select membership in an MCOP including any applicable ODM selection requirements.
 - xvi. If applicable, information on any member co-payments the MCOP has elected to implement in accordance with OAC rule 5160-26-12.
5. An MCOP must submit an annual marketing plan to ODM that includes all planned activities for promoting membership in or increasing awareness of the MCOP. The marketing plan submission must include an attestation by the MCOP that the plan is accurate and is not intended to mislead, confuse or defraud the eligible individuals or ODM.

6. **ODM Approval.** The MCOP is responsible for ensuring all new and revised marketing materials (including materials used for marketing presentations) and member materials (including mailing and distribution) are approved by ODM prior to distribution to eligible individuals or members. MCOPs must include with each marketing submission an attestation that the material is accurate and is not intended to mislead, confuse or defraud the eligible individuals or ODM. In accordance with 42 CFR 438.104(c), ODM will consult with the Medical Care Advisory Committee in reviewing all MCOP submitted marketing materials.
7. **Alleged Marketing Violations.** The MCOP must immediately notify ODM in writing of its discovery of an alleged or suspected marketing violation. ODM will forward information pertaining to alleged marketing violations to the Ohio Department of Insurance and the Medicaid Fraud Control Unit as appropriate.
8. Upon ODM's request, the MCOP may be required to provide written notice to members of any significant change affecting contractual requirements, member services or access to providers.
9. The MCOP must assist members with maintenance of Medicaid eligibility by providing timely reminders of annual redetermination dates.
10. **Member Materials.** Member materials are those items developed by or on behalf of an MCOP to fulfill MCOP program requirements or to communicate to all members or a group of members. Member materials include member education, member appreciation and member incentive program information. Member health education materials that are produced by a source other than the MCOP and which do not include any reference to the MCOP are not considered to be member materials.
 - a. Member materials must be:
 - i. Available in written format and alternative formats in an appropriate manner that takes into consideration the special needs of the member including, but not limited to, visually-limited and LRP members.
 - ii. Provided in a manner and format that may be easily understood;
 - iii. Printed in the prevalent non-English languages of members in the service area upon request; and
 - iv. Consistent with the practice guidelines specified in paragraph (B) of OAC rule 5160-26-05.1.
 - b. MCOP member materials must not include statements that are inaccurate, misleading, confusing, or otherwise misrepresentative, or which defraud eligible individuals or ODM.
11. **Issuance of Member Materials.** The MCOP must provide members with a variety of materials, including at a minimum those specified in OAC rules, this Provider Agreement

and the Three-Way. The following provides clarification regarding the issuance of specific member materials.

- a. **New Member Materials.** MCOPs must provide to each member or assistance group that selects or changes MCOPs, or changes Medicaid-only or dual benefit status, an MCOP identification (ID) card, a new member letter, waiver handbook, and a member handbook postcard, if provided in lieu of the full handbook.
 - i. ID Cards. The MCOP must mail ID cards to each member via a method that will ensure receipt no earlier than 15 days prior to the member's effective date of coverage and no later than one day prior to the member's effective date of coverage.
 1. An MCOP will meet the timeliness requirement for mailing ID cards to members who select or change MCOPs, or change Medicaid-only or dual benefit status within the five days prior to the end of the month, if the ID cards are mailed within:
 - a. Five working days of the MCOP receiving the ODM produced HIPAA 834C that lists the individual as a Medicaid-only member; or
 - b. Ten working days of the MCOP receiving the ODM-produced HIPAA 834C that lists the individual as a dual benefits member.
 2. The MCOP ID card must contain:
 - a. The MCOP's name as stated in its article of incorporation and any other trade or DBA name used;
 - b. The name of the member(s) enrolled in the MCOP and each member's medical management information system billing number;
 - c. The name and telephone numbers of the PCPs assigned to the members;
 - d. Information on how to obtain the current eligibility status of the members;
 - e. Pharmacy information;
 - f. The MCOP's emergency procedures including the toll-free call-in system phone numbers; and
 - g. The toll-free 24-hour behavioral health crisis and care management telephone numbers as prescribed by ODM.

3. For Medicaid Only members when a contracted primary care provider (PCP) is not identified on the consumer contact record (CCR) and the member does not select a PCP, the ID card PCP field must read "Refer to Medicare PCP".
- ii. Information concerning a member's right to formulate, at the member's option, advance directives including a description of applicable state law must be provided to the member no later than the effective date of coverage.
 - iii. Member Handbook and New Member Letter. The MCOP must use the model language specified by ODM and/or CMS for the new member letter and member handbooks.
 1. The MCOP must mail the new member letter, waiver handbook, if applicable, and member handbook postcard that provides how a member can obtain a printed or electronic version of the member handbook, separate from the ID card. An MCOP will meet the timeliness requirement for mailing these materials if they are mailed to members within five working days of the MCOP receiving the ODM produced HIPAA 834C, that lists the individual as a new member.
 2. The MCOP New Member Letter must inform each member of the following:
 - a. The new member materials issued by the MCOP, what action to take if he or she did not receive those materials, and how to access the MCOP's provider directory;
 - b. How to access MCOP-provided transportation services;
 - c. How to change primary care providers;
 - d. The population groups that are not required to select MCOP membership and what action to take if a member believes he or she meets this criteria and does not want to be an MCOP member;
 - e. The need and time frame for a member to contact the MCOP if he or she has a health condition that the MCOP should be aware of in order to most appropriately manage or transition the member's care; and
 - f. The need and how to access information on medications that require prior authorization.
 3. The MCOP Member Handbook must be clearly labeled as such and must include:

- a. The rights of members including all rights found in OAC rule 5160-26-08.3 and any member responsibilities specified by the MCOP. With the exception of any prior authorization (PA) requirements the MCOP describes in the member handbook, the MCOP cannot establish any member responsibility that would preclude the MCOP's coverage of a Medicaid-covered service.
- b. Information regarding services that are excluded from MCOP coverage and the services and benefits that are available through the MCOP and how to obtain them, including at a minimum:
 - i. All services and benefits requiring PA or referral by the MCOP or the member's PCP;
 - ii. Self-referral services, including Title X services, and women's routine and preventative health care services provided by a woman's health specialist as specified in OAC rule 5160-26-03;
 - iii. FQHC, RHC and certified nurse practitioner services specified in OAC rule 5160-26-03; and
 - iv. Any applicable pharmacy utilization management strategies prior-approved by ODM.
- c. Information regarding available emergency services, the procedures for accessing emergency services and directives as to the appropriate utilization, including:
 - i. An explanation of the terms "emergency medical condition," "emergency services," and "post-stabilization services," as defined in OAC rule 5160-26-01;
 - ii. A statement that PA is not required for emergency services;
 - iii. An explanation of the availability of the 911 telephone system or its local equivalent;
 - iv. A statement that members have the right to use any hospital or other appropriate setting for emergency services; and
 - v. An explanation of the post-stabilization care services requirements specified in OAC rule 5160-26-03.

- d. The procedure for members to express their recommendations for change to the MCOP.
- e. Identification of the categories of Medicaid recipients eligible for MCOP membership;
- f. Information stating that the MCOP's ID card replaces the member's monthly Medicaid card, how often the card is issued and how to use it;
- g. A statement that medically necessary health care services must be obtained through the providers in the MCOP's provider network with any exceptions that apply such as emergency care;
- h. Information related to the selection of a PCP from the MCOP provider directory, how to change PCPs no less often than monthly, the MCOP's procedures for processing PCP change requests after the initial month of MCOP membership, and how the MCOP will provide written confirmation to the member of any new PCP selection prior to or on the effective date of the change;
- i. A description of Healthchek services, including who is eligible and how to obtain Healthchek services through the MCOP;
- j. Information on additional services available to members including care management;
- k. A description of the MCOP's policies regarding access to providers outside the service area for non-emergency services and if applicable, access to providers within or outside the service area for non-emergency after hours services;
- l. Information on member initiated termination options in accordance with OAC rule 5160-58-02.1;
- m. Information about MCOP-initiated terminations;
- n. An explanation of automatic MCOP membership renewal in accordance with OAC rule 5160-58-02;
- o. The procedure for members to file an appeal, a grievance, or state hearing request as specified in OAC rule 5160-58-08.4;
- p. The standard and expedited state hearing resolution time frames as outlined in 42 CFR 431.244.

- q. The member handbook issuance date;
- r. A statement that the MCOP may not discriminate on the basis of race, color, religion, gender, gender identity, sexual orientation, age, disability, national origin, military status, ancestry, genetic information, health status, or need for health services in the receipt of health services;
- s. An explanation of subrogation and coordination of benefits;
- t. A clear identification of corporate or parent identity when a trade name or DBA is used for the Medicaid product;
- u. Information on the procedures for members to access behavioral health services;
- v. The MCOP's policies related to the member's rights regarding advance directives, including a description of applicable state law and a statement of any limitation regarding the implementation of advance directives as a matter of conscience;
- w. A statement that the MCOP provides covered services to members through a provider agreement with ODM, and how members can contact ODM;
- x. The toll-free call-in system phone numbers;
- y. A statement that additional information is available from the MCOP upon request including, at a minimum, the structure and operation of the MCOP and any physician incentive plans the MCOP operates;
- z. Process for requesting or accessing additional MCOP information or services including at a minimum:
 - i. Oral interpretation or translation services;
 - ii. Written information in the prevalent non-English languages in the MCOP's service areas; and
 - iii. Written information in alternative formats.
- aa. If applicable, detailed information on any member co-payments the MCOP has elected to implement in accordance with OAC rule 5160-26-12;

- bb. How to access the MCOP's provider directory;
- iv. The MCOP must provide access to provider panel information to members via the MCOP's website and printed provider directories.
 - 1. MCOPs may mail ODM prior-approved provider directory notices to all new members in lieu of mailing printed directories. The notices must be mailed with the member materials specified in 5.a.iii of this Appendix and, at a minimum, advise members they may call the MCOP to request printed provider directories and access the information on the MCOP's website.
 - 2. MCOPs that mail ODM prior-approved provider directory notices to new members in lieu of mailing printed directories must automatically send printed provider directories to members that voluntarily enroll and request printed provider directories, as reflected on the Consumer Contact Record (CCR). Printed directories must be mailed with the new member materials specified in 5.a.iii of this Appendix.
 - 3. MCOPs that do not use an ODM prior-approved provider directory notice must mail printed provider directories to all new members with the member materials specified in this Appendix. However, printed provider directories do not need to be mailed to new members that voluntarily enroll and request to not receive printed provider directories as reflected on the CCR.
 - 4. When a member requests a printed provider directory as a result of provider directory notices or after initial months of enrollment, the printed provider directory must be sent to the member within seven calendar days of the request.
- v. Waiver Material.
 - b. Annual material. If a member's MCOP membership is automatically renewed as specified in OAC rule 5160-58-02, the MCOP must issue an ID card prior to the new effective date of coverage. Additional annual member materials include:
 - i. The member handbook if it has been revised since the initial MCOP membership date;
 - ii. Waiver handbooks to members enrolled in the MyCare Ohio Waiver. The MCOP is responsible for ensuring that each MyCare Ohio Waiver enrollee receives the Waiver Member Handbook at the time of enrollment, and also at the time of each annual reassessment. The MCOP is responsible for ensuring that the Waiver Care Manager or Waiver Service Coordinator has verbally reviewed the content of the

- b. On-line Member Website. The MCOP must have a secure internet-based website which provides members the ability to submit questions, comments, grievances, and appeals, and receive a response. Members must be given the option of a response by return e-mail or phone call. The MCOP's responses to questions or comments must be made within one working day of receipt. The MCOP's responses to grievances and appeals must adhere to the timeframes specified in OAC rule 5160-58-08.4. The member website must be regularly updated to include the most current ODM-approved materials, although this website must not be the only means for notifying members of new and/or revised MCOP information (e.g., change in holiday closures, changes in additional benefits, and revisions to approved member materials). The MCOP must make a copy of its Authorized Representative request form available to members through its online member portal located on the MCOP's website.
- c. The MCOP member website must also include, at a minimum, the following information which must be accessible to members and the general public without any log-in restriction:
 - i. MCOP contact information, including the MCOP's toll-free member services phone number, service hours, and closure dates;
 - ii. A listing of the counties the MCOP serves unless the MCOP serves the entire state in which case the MCOP may indicate it services the entire state;
 - iii. The ODM-approved MCOP member handbook, waiver handbook, recent newsletters and announcements;
 - iv. The MCOP's on-line provider directory as referenced in section 48.a. of this Appendix;
 - v. A list of services requiring prior authorization (PA);
 - vi. The MCOP's preferred drug list (PDL), including an explanation of the list and identification of any preferred drugs that require PA, the MCOP's list of drugs that require PA, including an explanation of the list, identification of first line drugs for drugs that require PA for step therapy, how to initiate a PA, and the MCOP's policy for coverage of generic versus brand name drugs;
 - vii. A 30 days advance notice of changes to the list of all services requiring PA, as well as the MCOP's PDL and list of drugs requiring PA. MCOPs must provide a hard copy of notification of any PA changes upon request;
 - viii. The toll-free telephone numbers for the 24/7 medical advice, behavioral health crisis and care management support services call-in systems specified in section 28 of this Appendix;

- ix. Contact information to schedule non-emergency transportation assistance, including an explanation of the available services and to contact member services for transportation services complaints.
 - x. The toll-free member services, 24/7 call-in systems and transportation scheduling telephone numbers must be easily identified on either the MCOP's website home page or a page that is a direct link from a contact button on the home page. ODM may require the MCOP to include additional information on the member website as needed; and
 - xi. All Healthchek information as specified in section 21 of Appendix C.
14. The MCOP must receive prior written approval from ODM before adding any information to its website that would require ODM prior approval in hard copy form (e.g., provider listings, member handbook information).
15. The MCOP must provide members with a printed version of its Preferred Drug List (PDL) and Prior Authorization (PA) lists upon request.

APPENDIX G

COVERAGE AND SERVICES

1. **Basic Benefit Package.** After consideration of third party liability including Medicare coverage pursuant to OAC rules 5160-58-01.1 and 5160-26-09.1, a MyCare Ohio Plan (MCOP) must ensure its members have access to all medically-necessary medical, drug, emergency and post-stabilization, behavioral health, nursing facility and home and community-based waiver services covered by Medicaid pursuant to OAC rules 5160-58-03 and 5160-58-04 and in 42 CFR 438.114. This coverage must be with limited exclusions, limitations and clarifications (see OAC rule 5160-58-03 and below in this Appendix). An MCOP must also ensure that its members have access to any additional services specified in this Agreement. For information on Medicaid-covered services, MCOPs must refer to the Ohio Department of Medicaid (ODM) website.

Services covered by the MCOP benefit package include, but are not limited to the following:

- a. Inpatient hospital services;
- b. Outpatient hospital services;
- c. Rural health clinics (RHCs) and federally qualified health centers (FQHCs);
- d. Physician services whether furnished in the physician's office, the covered person's home, a hospital, or elsewhere;
- e. Laboratory and x-ray services;
- f. Screening, diagnosis, and treatment services to children under the age of 21 under the Healthchek, Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program. These services include all mandatory and optional medically necessary services (including treatment) and items listed in 42 U.S.C. 1396d(a) to correct or ameliorate defects and physical and mental illness and conditions. Such services and items, if approved through prior authorization, include those services and items listed at [42 U.S.C. 1396d\(a\)](#) that are in excess of state Medicaid plan limits applicable to adults. An EPSDT screening is an examination and evaluation of the general physical and mental health, growth, development, and nutritional status of an individual under age 21. It includes the components set forth in 42 U.S.C. 1396d(r) and must be provided by plans to children under the age of twenty-one;
- g. Children's Intensive Behavioral Health Service (CIBS) upon OAC rule implementation (date to be determined);
- h. Family planning services and supplies;

- i. Home health and private duty nursing services;
- j. Podiatry;
- k. Chiropractic services;
- l. Physical therapy, occupational therapy, developmental therapy, and speech therapy;
- m. Nurse-midwife, certified family nurse practitioner, and certified pediatric nurse practitioner services;
- n. Free-standing birth center services in free-standing birth centers as defined in OAC rule 5160-18-01;
- o. Prescribed drugs;
- p. Ambulance and ambulette services;
- q. Dental services;
- r. Durable medical equipment and medical supplies, including expedited wheelchair fitting, purchase, maintenance and repair, professional evaluation, home assessment, the services of skilled wheelchair technicians, pick-up and delivery, timely repairs, training, demonstration and loaner chairs;
- s. Vision care services, including eyeglasses;
- t. Nursing facility services;
- u. Hospice care;
- v. Behavioral health services provided by the Ohio Department of Mental Health and Addiction Services (OhioMHAS)-certified providers, as described in OAC Chapter 5160-27 and 5160-30.
- w. Immunizations (An MCOP must follow the coverage requirements provided by ODM for any newly approved vaccine under the Vaccines for Children (VFC) program.);
- x. Preventive services covered by Ohio Medicaid in accordance with Section 4106 of the Affordable Care Act and 42 CFR 440.130(c);
- y. All U.S. Preventive Services Task Force (USPSTF) grade A and grade B preventive services and approved vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) and their administration, without cost-sharing, as

provided in section 4106 of the Affordable Care Act. Additionally, MCOPs must cover, without cost-sharing, services specified under Public Health Service Act section 2713, in alignment with the Alternative Benefit Plan;

- z. Screening and counseling for obesity provided during an evaluation and management or preventive medicine visit, as described in OAC rule 5160-4-34;
- aa. Telemedicine; and
- bb. Home and community-based waiver services specified below using providers that are certified by the Ohio Department of Aging (ODA) or approved by ODM and meet the requirements in OAC Chapters 173-39 or 5160-45, as appropriate:
 - i. Adult day health;
 - ii. Homemaker;
 - iii. Personal care;
 - iv. Alternative meals service;
 - v. Assisted living service;
 - vi. Home care attendant service;
 - vii. Chore services;
 - viii. Community transition service;
 - ix. Emergency response services;
 - x. Enhanced community living service;
 - xi. Home care attendant;
 - xii. Home delivered meals;
 - xiii. Home medical equipment and supplemental adaptive and assistive device services (contingent upon the completion of an evaluation from a licensed health care professional, occupational therapist, physical therapist or other skilled therapist, as appropriate to the service being rendered);
 - xiv. Home modification, maintenance and repair (contingent upon the evaluation from a licensed physical therapist or occupational therapist to evaluate the need for home modification, maintenance and repair services for members);
 - xv. Independent living assistance;
 - xvi. Nutritional consultation;
 - xvii. Out-of-home respite;
 - xviii. Pest control;
 - xix. Shared living (pending implementation of OAC rules);
 - xx. Social work counseling;
 - xxi. Waiver nursing service; and
 - xxii. Waiver transportation.

- 2. **Exclusions.** An MCOP is not required to pay for services not covered by the Medicaid program, except as otherwise specified in OAC rule 5160-58-03 or this Agreement. Information regarding non-covered services can be found on the ODM website.

Services not covered by the Medicaid program include, but are not limited to, the following:

- a. Services or supplies that are not medically necessary;
- b. Treatment of obesity unless medically necessary;
- c. Experimental services and procedures, including drugs and equipment not covered by Medicaid, and not in accordance with customary standards of practice;
- d. Abortions, except in the case of a reported rape, incest, or when medically necessary to save the life of the mother;
- e. Infertility services for males or females;
- f. Voluntary sterilization if under 21 years of age or legally incapable of consenting to the procedure;
- g. Reversal of voluntary sterilization procedures;
- h. Plastic or cosmetic surgery that is not medically necessary. (These services could be deemed medically necessary if medical complications or conditions in addition to the physical imperfection are present);
- i. Sexual or marriage counseling;
- j. Biofeedback services;
- k. Services to find cause of death (autopsy) or services related to forensic studies;
- l. Paternity testing;
- m. Services determined by another third-party payor as not medically necessary;
- n. Drugs not covered by the Ohio Medicaid pharmacy program as specified in OAC 5160-9-03, including drugs for the treatment of obesity;
- o. Assisted suicide services, defined as services for the purpose of causing, or assisting to cause, the death of an individual. Assisted suicide services do not include withholding or withdrawing medical treatment, nutrition or hydration or the provision of a service for the purpose of alleviating pain or discomfort, even if the use may increase the risk of death, so long as the service is not furnished for the specific purpose of causing death;
- p. Medical services if the service was caused by a provider-preventable condition as defined in 42 CFR 447.26. The prohibition on payment for provider-

preventable conditions shall not result in a loss of access to care or services for Medicaid recipients; and

- q. An MCOP is not required to pay for non-emergency services or supplies provided by non-panel providers, unless the member has followed the instructions in the MCOP member handbook for seeking coverage of such services, or unless otherwise directed by ODM.

3. Clarifications.

- a. **Member Cost-Sharing.** As specified in Appendix A, Section 3.3 of the Three-Way, an MCOP may elect to implement co-payments for Medicaid-covered drugs, but shall not charge cost sharing to members above levels established under the Medicare Part D Low Income Subsidy. Pursuant to Appendix C, Section 3.3(C) of the Three-Way, members who reside in a nursing facility or are enrolled in the MyCare 1915(c) waiver may be required to contribute to the cost of care the amount of patient liability established by the County Department of Job and Family Services.
- b. **Abortion and Sterilization.** The use of federal funds to pay for abortion and sterilization services is prohibited unless the specific criteria found in federal law and OAC rules 5160-17-01 and 5160-21-02.2 are met. An MCOP must verify that all of the information on the applicable required forms [ODM 03197, ODM 03199, HHS-687 and HHS-687-1 (SPANISH VERSION)] is provided and that the service meets the required criteria before any such claim is paid.

Additionally, payment must not be made for associated services such as anesthesia, laboratory tests, or hospital services if the abortion or sterilization itself does not qualify for payment. The MCOP is responsible for educating its providers on the requirements; implementing internal procedures including systems edits to ensure that claims are only paid once the MCOP has determined if the applicable forms are completed and the required criteria are met, as confirmed by the appropriate certification or consent forms; and for maintaining documentation to justify any such claim payments. If the MCOP has made the determination that the requirements associated with an abortion, sterilization, or hysterectomy were sufficiently met by the provider, then no additional information (i.e. operative notes, history and physical, ultrasound) is required from ancillary providers.

- c. **Behavioral Health Services Limitations.** In accordance with 42 CFR 438.6(e), an MCOP may provide mental health services to members ages 21 through 64 for up to 15 days per calendar month while receiving inpatient treatment in an institution for mental disease (IMD) as defined in Section 1905(i) of the Social Security Act. The MCOP is not prohibited from contracting with an IMD to provide mental health services to members ages 21 through 64, but Medicaid will not compensate the MCOP for the provision of such services beyond 15 days per calendar month either through direct payment or considering any

associated costs in Medicaid rate setting. MCOP payments to the IMD are established in the plan's contractual agreement with the provider. MCOPs are required to report quarterly on IMD stays that exceed 15 days per calendar month per ODM's specifications.

- d. **Acupuncture.** Ohio Medicaid acupuncture coverage is limited to the pain management of migraine headaches and lower back pain.
 - e. **Gender Transition.** Under 45 C.F.R. 92.207(b)(4), 81 Federal Register (FR) 31471-72, MCOPs are prohibited from having or implementing a categorical coverage exclusion or limitation for all health services related to gender transition. However, 45 C.F.R. 92.207(d) clarifies that this does not prevent MCOPs from determining whether a particular health service is medically necessary or otherwise meets applicable coverage requirements in individual cases.
4. **Information Sharing with Non-Panel Providers.** To assist members in accessing medically-necessary Medicaid-covered services, an MCOP is required to share specific information with certain non-panel providers. The information is to assist non-panel providers to recognize MCOP membership, access information needed to provide services and, if applicable, successfully submit claims to the MCOP.
- a. **ODM-Designated Providers.** The MCOP must share specific information with FQHCs/RHCs, qualified family planning providers (QFPPs), hospitals and if applicable, certified nurse midwives (CNMs), certified nurse practitioners (CNP), and free-standing birth centers (FBCs) as defined in OAC rule 5160-18-01 within the MCOP's service area and in bordering regions if appropriate based on member utilization information. The information must be shared within the first month after the MCOP has been awarded a Medicaid provider agreement for a specific region and annually thereafter.

At a minimum, the information must include the following:

- i. The information's purpose;
- ii. Claims submission information including the MCOP's Medicaid provider number for each region (this information is only required to be provided to non-panel FQHCs/RHCs, QFPPs, CNMs, CNPs and hospitals);
- iii. The MCOP's prior authorization and referral procedures;
- iv. A picture of the MCOP's member ID card (front and back);
- v. Contact numbers for obtaining information for eligibility verification, claims processing, referrals, prior authorization, post-stabilization care

services and if applicable information regarding the MCOP's behavioral health administrator; and

- vi. A listing of the MCOP's pharmacies, laboratories and radiology providers.
- b. **MCOP-Authorized Providers.** An MCOP authorizing the delivery of services from a non-panel provider must ensure that it has a mutually agreed upon compensation amount for the authorized service and must notify the provider of the applicable provisions of OAC rules 5160-58-01.1 and 5160-26-05. This notice is provided when an MCOP authorizes a non-panel provider to furnish services on a one-time or infrequent basis to an MCOP member and must include required ODM-model language and information.
- c. Upon request, MCOPs must provide information to ODM to document the non-contracting providers identified by the MCOP and the information provided to each provider. MCOPs that require referrals to specialists must ensure that information on referral approvals and denials is made available to ODM upon request.
5. **Mental Health Parity and Addiction Equity Act (MHPAEA) Requirements.** The MCOP must comply with MHPAEA requirements outlined in 42 CFR 438, Subpart K, with regard to services provided to managed care members. The following requirements apply to the provision of all covered benefits to all populations included under the terms of this Agreement.
- a. The MCOP shall demonstrate that services are being delivered in compliance with the MHPAEA regulation.
 - b. The MCOP shall participate in meetings, respond to ODM information requests, work with ODM to resolve compliance risks, and notify ODM of any changes to benefits or limitations that might impact compliance.
 - c. Upon request by ODM, the MCOP shall conduct an analysis to determine compliance with MHPAEA and provide results of the analysis to ODM.
 - d. The MCOP shall work with ODM to ensure all members are provided access to a set of benefits that meets the MHPAEA requirements regardless of which behavioral health services are provided by the MCOP.

APPENDIX H

PROVIDER PANEL SPECIFICATIONS

1. **Federal Access Standards.** A MyCare Ohio Plan (MCOP) must provide or arrange for the delivery of all medically necessary, Medicaid-covered health services, as well as ensure that it is in compliance with the following federally defined provider panel access standards as required by 42 CFR 438.206:
 - a. In establishing and maintaining its provider panel, the MCOP must consider the following:
 - i. The anticipated Medicaid membership.
 - ii. The expected utilization of services, taking into consideration the characteristics and health care needs of specific Medicaid populations represented in the MCOP.
 - iii. The number and types (in terms of training, experience, and specialization) of panel providers required to deliver the contracted Medicaid services.
 - iv. The geographic location of panel providers and Medicaid members, considering distance, travel time, the means of transportation ordinarily used by Medicaid members, and whether the location provides physical access for Medicaid members with disabilities.
 - v. The MCOP must adequately and timely cover services from an out-of-network provider if the MCOP's contracted provider panel is unable to provide the services covered under the MCOP's provider agreement. The MCOP must cover the out-of-network services for as long as the MCOP network is unable to provide the services. The MCOP must coordinate with the out-of-network provider with respect to payment and ensure that the provider agrees with the applicable requirements.
 - b. Contracting providers must offer hours of operation that are no less than the hours of operation offered to commercial members or comparable to Medicaid FFS, if the provider serves only Medicaid members. The MCOP must ensure services are available 24 hours a day, 7 days a week, when medically necessary. The MCOP must establish mechanisms to ensure panel providers comply with timely access requirements, and must take corrective action if there is failure to comply.
 - c. In order to comply with 42 CFR 438.206 and 438.207 and demonstrate adequate provider panel capacity and services, the MCOP must submit

documentation as specified to the Ohio Department of Medicaid (ODM), in a format specified by ODM, demonstrating that the MCOP offers an appropriate range of preventive, primary care, specialty, behavioral health and waiver services adequate for the anticipated number of members in the service area, while maintaining a provider panel that is sufficient in number, mix, and geographic distribution to meet the needs of the number of members in the service area. This documentation of assurance of adequate capacity and services must be submitted to ODM no less frequently than at the time the MCOP enters into a contract with ODM; at any time there is a significant change (as defined by ODM) in the MCOP's operations that would affect adequate capacity and services (including changes in services, benefits, geographic service or payments); and at any time there is enrollment of a new population in the MCOP.

- d. When a waiver enrollee expresses a preference for an independent (non-agency) provider for an eligible service identified on the member's waiver service plan, the MCOP must seek out an available independent provider. The MCOP must offer the independent provider a contract for provision of the services to the member when the provider is willing, acceptable to the member, and appropriate to the member's care, and approved by ODM or the Ohio Department of Aging (ODA) with an active Medicaid provider agreement to render services in accordance with OAC Chapters 173-39 and 5160-45 as appropriate.
2. **General Provisions.** An MCOP must meet requirements as specified in Section 2.7.9 of the Three-Way and this appendix including, but not limited to, Section 4 Provider Panel Requirements of this appendix. The MCOP must remain in compliance with these requirements for the duration of this Provider Agreement.
- a. If an MCOP is unable to provide the medically necessary, Medicaid-covered services through its contracted provider panel, the MCOP must ensure access to these services on an as needed basis. For example, if an MCOP meets the orthopedist requirement but a member is unable to obtain a timely appointment from an orthopedist on the MCOP's provider panel, the MCOP will be required to secure an appointment from a panel orthopedist or arrange for an out-of-panel referral to an orthopedist.
 - b. If the MCOP offers transportation to its members as an additional benefit and this transportation benefit only covers a limited number of trips, the required transportation listed above may not be counted toward this trip limit (as specified in Appendix C).
 - c. In developing the provider panel requirements, ODM considered the population size and the potential availability of the designated provider types. ODM integrated existing utilization patterns into the provider network requirements to avoid disruption of care. Most provider panel requirements are county-

specific but in certain circumstances, ODM requires providers to be located anywhere in the region or within a set number of miles from a zip code.

- d. The MCOP must ensure that providers submitted to the Managed Care Provider Network (MCPN), or listed in MCOP published directories, are available to both dual benefits and Medicaid only members of the MCOP.
 - e. ODM will recalculate the minimum provider panel specifications if ODM determines that significant changes have occurred in the availability of specific provider types and the number and composition of the eligible population. The MCPN is the tool that will be used for ODM to determine if the MCOP meets all the panel requirements that are identified within Appendix H; therefore the plans must enter all network providers as specified within the file specs.
 - f. On at least a monthly basis, ODM or its designee will provide each MCOP with an electronic file containing the MCOP's provider panel as reflected in the ODM MCPN database, or other designated system.
3. **Provider Subcontracting.** Unless otherwise specified in this appendix or OAC rules 5160-58-01.1 and 5160-26-05, an MCOP is required to enter into fully-executed subcontracts with its providers. These subcontracts must include a baseline contractual agreement, as well as the appropriate ODM-approved Model Medicaid Addendum. The Model Medicaid Addendum incorporates all applicable OAC rule requirements specific to provider subcontracting and therefore cannot be modified except to add personalizing information such as the MCOP's name.
- a. The MCOP may not employ or contract with providers excluded from participation in federal health care programs under either section 1128 or section 1128A of the Social Security Act. Only those providers who meet the applicable criteria specified in this document, and as determined by ODM, will be counted toward meeting minimum panel requirements. The MCOP must credential and re-credential providers in accordance with OAC rules 5160-58-01.1 and 5160-26-05. The MCOP must ensure that the provider has met all applicable credentialing criteria before the provider can be listed as a panel provider. At the direction of ODM, the MCOP must submit documentation verifying that all necessary contract documents have been appropriately completed.
 - b. The MCPN is a centralized database system that maintains information on the status of MCOP-submitted providers. At a minimum, the MCOP must submit providers associated with the provider types specified in this Appendix, which includes Sections 2.6 and 2.7 of the Three-Way with the exception of independent providers. The MCOP must notify ODM of the addition and deletion of its contracting providers as specified in OAC rules 5160-58-01.1 and 5160-26-05, and must notify ODM within one working day, in instances where the MCOP has identified that it is not in compliance with the provider panel requirements specified in this appendix. For provider deletions, the MCOP must

complete and submit an electronic record terminating the provider from the MCPN or other designated system.

4. **Provider Panel Requirements.** Failure to contract with, and properly report to the MCPN, the minimum necessary panel will result in sanctions as outlined in Appendix N. ODM will grant an 'exception to the issuance of sanction' only when an action taken by ODM has adversely impacted a plan's ability to meet the provider panel network or when a provider is not available in the required zip code, county, and/or region.
 - a. All MCOPs must provide all medically-necessary Medicaid-covered services to their members. MCOPs must ensure that all network providers follow community standards in the scheduling of routine appointments (i.e., the amount of time members must wait from the time of their request to the first available time when the visit can occur).
 - b. The MCOP must comply with all provider network requirements set forth in the Three-Way and the provider network requirements included as part of this appendix except as explicitly noted herein.
 - i. Certified Nurse Midwives (CNMs) and Certified Nurse Practitioners (CNPs). The MCOP must ensure access to CNM and CNP services in the region if such provider types are present within the region. The MCOP may contract directly with the CNM or CNP providers, or with a physician or other provider entity which is able to obligate the participation of a CNM or CNP. If an MCOP does not contract for CNM or CNP services and such providers are present within the region, the MCOP will be required to allow members to receive CNM or CNP services outside of the MCOP's provider network.
 - ii. Vision Care Providers. MCOPs must contract with at least the minimum number of ophthalmologists and optometrists for each specified county and region, all of whom must maintain a full-time practice at a site(s) located in the specified county and region to count toward minimum panel requirements. All ODM-approved vision providers must regularly perform routine eye exams. MCOPs will be expected to contract with an adequate number of ophthalmologists as part of its overall provider panel, but only ophthalmologists who regularly perform routine eye exams can be used to meet the vision care provider panel requirement. If optical dispensing is not sufficiently available in a region through the MCOP's contracting ophthalmologists/optometrists, the MCOP must separately contract with an adequate number of optical dispensers located in the region.
 - iii. Dental Care Providers. MCOPs must contract with at least the minimum number of dentists.

- iv. Waiver Providers. The MCOP shall ensure that MyCare HCBS waiver providers listed in the charts within Appendix H meet the requirements set forth in OAC Chapters 173-39 and 5160-45, as appropriate, and have an active Medicaid provider agreement with ODM.

The MCOP must have a written policy setting forth a regular payment cycle for clean claims submitted by independent providers. The MCOP must adhere to the policy and any communications from the MCOP to a provider must be consistent with the policy.

- v. Nursing Facilities. The MCOP must contract with at least the minimum number of facilities that are identified in the attached Appendix H chart.
- vi. Behavioral Health Providers. MCOPs must evaluate each region's network capacity of behavioral health services (both Medicare and Medicaid). An MCOP must perform an assessment of no less than its contracted Medicare providers in each region and county regarding providers' willingness and preparedness to become Medicaid providers of the behavioral health services. The MCOP must also assess whether each region and county's CMHC's are currently certified for Medicare or are prepared and willing to pursue certification for Medicare services. MCOP's must report the results to ODM upon request.
- vii. Community Behavioral Health Center (CBHC) Laboratories. Beginning with the implementation of BH Redesign, when the MCOP is contracted with a CBHC that is an appropriately credentialed laboratory and meets Medicaid provider-eligibility requirements as a laboratory, the MCOP is directed to accept the CBHC laboratory into their panel to allow for continuity of care.
- viii. Alcohol and Drug Treatment Providers. The MCOP must contract with at least the minimum number of certified Ohio Department of Mental Health and Addiction Services (OhioMHAS) providers identified on the Appendix H charts. In addition, MCOP must contract with all Methadone providers licensed by OhioMHAS and Buprenorphine based medications providers certified by SAMHSA, which are known as Opioid Treatment Providers, and ensure there exist adequate provider panel capacity to provide its members with reasonable and timely access to the following services; alcohol/drug screening analysis/lab urinalysis, ambulatory detoxification, assessment, case management, crisis intervention, individual counseling, group counseling, induction of buprenorphine, injection of naltrexone (to treat addiction), intensive outpatient (to treat addiction) and medical somatic services.
- ix. Mental Health Providers. MCOPs must contract with at least the minimum number of certified Ohio Department of Mental Health and Addiction Services providers identified in the Appendix H charts. In

addition, MCOPs must ensure adequate provider panel capacity to provide its members with reasonable and timely access to the following services within the region, if available; Community Psychiatric Supportive Treatment, Crisis Intervention, Health Home Comprehensive Care Coordination, individual counseling, group counseling, injections (long-acting antipsychotic medications), mental health assessment, partial hospitalization, pharmacological management, psychiatric diagnostic interview and psychological testing.

5. **Provider Directories.** An MCOP's provider directory must include all MCOP-contracted providers as well as certain non-contracted providers as specified by ODM with the exception of independent providers and those providers operating under single case agreements. At the time of ODM's review, the information listed in the MCOP's provider directory for all ODM-required provider types specified on the attached charts must exactly match the data currently on file in the ODM MCPN, or other designated process.
 - a. The MCOP's provider directory must utilize a format specified by ODM. The directory may be region-specific or include multiple regions; however, the providers within the directory must be divided by region, county, and provider type, in that order. The directory must also specify:
 - i. Provider addresses and phone numbers;
 - ii. An explanation of how to access providers (e.g. referral required vs. self-referral);
 - iii. An indication of which providers are available to members on a self-referral basis;
 - iv. Foreign-language speaking PCPs and specialists and the specific foreign languages spoken;
 - v. How members may obtain directory information in alternate formats that takes into consideration the special needs of eligible individuals including but not limited to, visually-limited, LEP, and LRP eligible individuals, any PCP or specialist practice limitations; and
 - vi. An indication of whether the provider is accepting new members.
 - b. **Printed Provider Directory.** Prior to executing a provider agreement with ODM, the MCOP must develop a printed provider directory that complies with requirements set forth in Section 2.12.5.2 of the Three-Way and is prior-approved by ODM. Once approved, this directory may be regularly updated with provider additions or deletions by the MCOP without ODM prior-approval; however, a copy of the revised directory (or inserts) must be submitted to ODM prior to distribution to members.

On a quarterly basis, the MCOP must create an insert to each printed directory that lists those providers deleted from the MCOP’s provider panel during the previous three months.

- c. Internet Provider Directory. The MCOP is required to have an internet-based provider directory available in a format prior approved by ODM. This internet directory must allow members to electronically search for MCOP panel providers based on name, provider type, and geographic proximity. If an MCOP has one internet-based directory for multiple populations, each provider must include a description of which population they serve.

The internet directory may be updated at any time to include providers who are not one of the ODM-required provider types listed on the charts included with this appendix. Providers required by ODM, or by the Three-Way, must be added to the internet directory within one week of submitting the provider to the MCPN. Providers being deleted from the MCOP’s panel must be deleted from the internet directory within one week of notification from the provider to the MCOP. Providers being deleted from the MCOP’s panel must be posted to the internet directory within one week of notification from the provider to the MCOP of the deletion. These deleted providers must be included in the inserts to the MCOP’s printed provider directory referenced above.

WAIVER PROVIDERS

MyCare Region	Chore Services	Community Transition	Emergency Response	Home Medical Equipment & Supplies	Home Modifications	Homemaker	Independent Living Assistance	Meals Home Delivered	Nutritional Counseling	Out of Home Respite	Social Work Counseling	Waiver Transportation	Waiver Nursing Agency	Personal Care- Agency
Central	1	5	19	19	8	56	2	9	1	1	2	2	42	124
East Central	2	7	10	10	15	24	2	9	2	1	2	6	22	53
Northeast	1	7	16	6	6	34	0	13	2	2	2	8	28	63
Northeast Central	2	8	5	4	2	10	5	5	3	1	2	2	10	31
Northwest	1	1	3	3	2	4	2	10	2	2	2	2	20	30
Southwest	1	8	10	6	7	16	2	19	4	1	2	4	21	44
West Central	6	4	4	7	8	6	0	8	6	1	2	5	28	41

Nursing Facility-MyCare Provider Panel Analysis

MyCare Region	County	# NF
Central	Delaware	3
Central	Franklin	16
Central	Madison	1
Central	Pickaway	2
Central	Union	1
East Central	Portage	2
East Central	Stark	11
East Central	Summit	14
East Central	Wayne	5
Northeast	Cuyahoga	31
Northeast	Geauga	2
Northeast	Lake	4
Northeast	Lorain	4
Northeast	Medina	4
Northeast Central	Columbiana	5
Northeast Central	Mahoning	7
Northeast Central	Trumbull	7
Northwest	Fulton	2
Northwest	Lucas	12
Northwest	Ottawa	2
Northwest	Wood	4

MyCare Region	County	# NF
Southwest	Butler	7
Southwest	Clermont	4
Southwest	Clinton	1
Southwest	Hamilton	23
Southwest	Warren	6
West Central	Clark	4
West Central	Greene	3
West Central	Montgomery	12
	Grand Total	199

Vision / Dental

Northeast

Cuyahoga	32	85
Geauga	0	1
Lake	2	7
Lorain	3	13
Medina	1	4
Total	38	110

East Central

Portage	0	3
Stark	7	17
Summit	11	23
Wayne	0	3
Total	18	46

Northeast Central

Columbia	0	2
Mahoning	5	11
Trumbull	4	8
Total	9	21

Central

Delaware	3	3
Franklin	20	60
Madison	0	1
Pickaway	1	1
Union	1	1
Total	25	66

Northwest

Fulton	0	2
Lucas	9	26
Ottawa	0	1
Wood	2	2
Total	11	31

Southwest

Butler	4	13
Clermont	1	5
Clinton	1	1
Hamilton	14	34
Warren	2	3
Total	22	56

West Central

Clark	3	6
Greene	3	3
Montgomery	13	23
Total	19	32

MyCare Region	OMHAS Mental Health Providers	OMHAS Alcohol & Drug Providers
Central	18	8
East Central	19	8
Northeast	50	8
Northeast Central	10	6
Northwest	10	6
Southwest	28	8
West Central	19	6

APPENDIX I

PROGRAM INTEGRITY

MCOPs must comply with all applicable state and federal program integrity requirements, including, but not limited to, those specified in 42 CFR 455, 42 CFR 1002 and 42 CFR 438 Subpart H.

1. **Fraud and Abuse Program.** In addition to the specific requirements of OAC rules, 5160-58-01.1 and 5160-26-06, and in accordance with Ohio Department of Medicaid's (ODM's) 1915(c) and 1915(b) CMS-approved waiver, the MCOP must have a program that includes administrative and management arrangements or procedures to guard against fraud and abuse. The MCOP's compliance program must address the following:
 - a. Compliance Plan. A mandatory compliance plan that includes designated staff responsible for administering the plan and clear goals, milestones or objectives, measurements, key dates for achieving identified outcomes, and an explanation of how the MCOP will determine the effectiveness of the compliance plan.
 - b. Employee education about false claims recovery. MCOPs must comply with Section 6032 of the Deficit Reduction Act of 2005, regarding employee education and false claims recovery, specifically MCOPs shall:
 - i. Establish and make readily available to all employees, including the MCOP's management, the following written policies regarding false claims recovery:
 1. Detailed information about the Federal False Claims Act and other state and federal laws related to the prevention and detection of fraud, waste and abuse, including administrative remedies for false claims and statements, as well as civil or criminal penalties;
 2. The MCOP's policies and procedures for detecting and preventing fraud, waste and abuse; and
 3. The laws governing the rights of employees to be protected as whistleblowers. In addition, the MCOP shall communicate the following whistleblower fraud and/or abuse reporting contacts to all employees, providers and subcontractors:
 - a. ODM 1-614-466-0722 or at:
<http://medicaid.ohio.gov/RESOURCES/HelpfulLinks/ReportingSuspectedMedicaidFraud.aspx>;

- b. Medicaid Fraud Control Unit (MFCU) 1-800-642-2873 or at: <http://www.ohioattorneygeneral.gov/Individuals-and-Families/Victims/Submit-a-Tip/Report-Medicaid-Fraud>; and
 - c. The Ohio Auditor of State (AOS) 1-866-FRAUD-OH or by email at: fraudohio@ohioauditor.gov.
- ii. Include the required written policies regarding false claims recovery in any employee handbook;
 - iii. Establish written policies for any MCOP contractors and agents that provide detailed information about the Federal False Claims Act and other state and federal laws related to the prevention and detection of fraud, waste and abuse, including administrative remedies for false claims and statements as well as civil or criminal penalties; the laws governing the rights of employees to be protected as whistleblowers; and the MCOP's policies and procedures for detecting and preventing fraud, waste and abuse. MCOP must make such information readily available to their subcontractors; and
 - iv. Disseminate the required written policies to all contractors and agents, who must abide by those written policies.
- c. Monitoring for fraud and abuse. MCOPs must specifically address the MCOP's strategies for prevention, detection, investigation and reporting in at least the following areas:
 - i. Credible allegations of fraud. The MCOP must monitor activities on an ongoing basis to prevent and detect activities involving suspected fraud, embezzlement, and theft (e.g., by staff, providers, contractors) and report findings promptly to ODM as specified in this appendix.
 - ii. Underutilization of services. In order to ensure that all Medicaid-covered services are provided, as required, monitoring of the following areas must occur:
 - 1. The MCOPs must annually review their prior authorization (PA) procedures to determine if they unreasonably limit a member's access to Medicaid-covered services;
 - 2. The MCOPs must annually review their appeals process for providers following the MCOP's denial of a prior authorization request for a determination as to whether the appeals process unreasonably limits a member's access to Medicaid-covered services;

3. The MCOPs must monitor, on an ongoing basis, service denials and utilization in order to identify member services which may be underutilized; and
 4. If any underutilized services or limits to a member's access to Medicaid-covered services are identified, the MCOP must immediately investigate and, if indicated, correct the problem(s).
- iii. Claims submission and billing. On an ongoing basis, the MCOP must identify and correct claims submission and billing activities which are potentially fraudulent including, at a minimum, double-billing and improper coding, such as upcoding and unbundling, to the satisfaction of ODM.
- 2. Special Investigative Unit (SIU).** At a minimum, a MCOP must utilize a single in-state MCOP lead investigator to conduct fraud, waste and abuse investigations, prepare investigatory reports, implement the Compliance Plan to guard against fraud, waste and abuse, monitor aberrant providers and refer potential fraud, waste and abuse to ODM.
- a. The lead investigator must be a full-time employee in the State of Ohio. He or she must be dedicated solely to ODM program integrity work and meet the following qualifications:
 - i. A minimum of two years in healthcare field working in fraud, waste and abuse investigations and audits;
 - ii. A Bachelor's degree, or an Associate's degree with an additional two years working in health care fraud, waste and abuse investigations and audits, or ODM will accept experience and certifications commensurate with the aforementioned educational requirements. ODM will evaluate the experience and certifications in lieu of the educational requirements; and
 - iii. Ability to understand and analyze health care claims and coding
 - b. The in-state lead investigator must participate in SIU coordination with ODM Program Integrity in areas such as fraud referrals, audits and investigations, overpayments, provider terminations, among other activities, as well as attend any required meetings as prescribed by ODM.
 - c. MCOPs must meet fraud and abuse performance targets based upon per capita metrics as prescribed by ODM in the following areas:
 - i. Referrals accepted by the Medicaid Fraud Control Unit (MFCU) of the Ohio Attorney General's Office, and

- ii. Recoveries of overpayments related to fraud and abuse.

3. Reporting MCOP Monitoring of Fraud and Abuse Activities. Pursuant to OAC rules 5160-58-01.1 and 5160-26-06, MCOPs shall report annually to ODM a summary of the MCOP's monitoring of credible allegations of fraud and abuse, underutilization of member services, limits to Medicaid-covered services and suspicious claims submission and billing. The MCOP's report must also identify any proposed changes to the MCOP's compliance plan for the coming year.

- a. Reporting suspected fraud and abuse. MCOPs are required to promptly report all instances of suspected provider fraud and abuse to ODM and member fraud and abuse to ODM's Bureau of Program Integrity, copying the appropriate county department of job and family services (CDJFS). If an MCOP fails to properly report a case of suspected fraud or abuse before the suspected fraud or abuse is identified by the State of Ohio, its designees, the United States or private parties acting on behalf of the United States, any portion of the fraud or abuse recovered by the State of Ohio or designees shall be retained by the State of Ohio or its designees.
 - i. Credible allegation of provider fraud. MCOPs must promptly refer suspected cases of provider fraud in the ODM specified form to ODM for investigation and determination of whether a credible allegation of fraud exists. If a credible allegation of fraud exists, at the direction of ODM, the MCOP must immediately suspend all payments to the provider and must immediately suspend the provider in accordance with ORC 5164.36. At the request of ODM staff, ODM's designee, the Ohio Attorney General's Office (AGO) or federal agencies, the MCOP must produce copies of all MCOP fraud, waste and abuse investigatory files and data (including, but not limited to records of recipient and provider interviews) within thirty calendar days unless otherwise agreed upon by ODM.
 - ii. Credible allegation of member fraud. All suspected member fraud and abuse shall be immediately reported to Bureau of Program Integrity (BPI) at Program_Integrity_County_Referral@medicaid.ohio.gov and a copy reported to the appropriate CDJFS.
- b. Referrals and Attestations. MCOPs must submit fraud, waste and abuse referrals to ODM using the ODM Referral form. Each referral submitted to ODM will be distributed to all MCOPs. Upon receipt of a fraud, waste and abuse referral from ODM, MCOPs must respond by submitting the attestation form specified by ODM within 90 days.
- c. Monitoring for prohibited affiliations. The MCOP's policies and procedures for ensuring that, pursuant to 42 CFR 438.610, the MCOP will not knowingly have a relationship or prohibited affiliation with individuals debarred by Federal Agencies, as specified in Article XII of the Agreement.

- d. Provider indictment. If an indictment is issued, charges a non-institutional Medicaid provider or its owner, officer, authorized agent, associate, manager, or employee with committing an offence specified in ORC 5164.37(E), and ODM suspends the provider agreement held by the non-institutional Medicaid provider, at the direction of ODM, the MCOP must immediately suspend the provider and terminate Medicaid payments to the provider for Medicaid services rendered in accordance with ORC 5164.37(D).
- e. The MCOP must disclose to ODM any information regarding change in ownership and control within 35 days in accordance with 42 CFR 455.104 and 5160-1-17.3.
- f. In accordance with 42 CFR 455.105, the MCOP must submit within 35 days of the date requested by ODM or the U.S. Department of Health and Human Services full and complete information about:
 - i. The ownership of any subcontractor with whom the MCOP has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
 - ii. Any significant business transactions between the MCOP and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- g. The MCOP must disclose the following information on persons convicted of crimes in accordance with 42 CFR 455.106 who have:
 - i. Ownership or control interest in the provider, or is an agent or managing employee of the provider; and
 - ii. Been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

This information must also be disclosed at any time upon written request by the Medicaid agency. The Medicaid agency may refuse to enter into or may terminate a provider agreement if it determines the provider did not fully and accurately make any disclosure referenced in this section.

- h. MCOPs must notify ODM when the MCOP denies credentialing to a provider for program integrity reasons.
- i. MCOPs must notify ODM when a provider panel application is denied or a provider panel agreement is terminated for program integrity reasons. MCOPs shall provide the reason for the denial or the termination.

- j. MCOPs must provide to ODM the inventory of all open program integrity related audits and investigations related to fraud, waste and abuse activities for identifying and collecting overpayments, utilization review and provider compliance. The inventory must include, but is not limited to, audits and investigations performed, overpayments identified, overpayments recovered and other program integrity actions taken; such as, corrective action plans, provider education, financial sanctions and sanctions by a provider, during the previous contracting period and for each ongoing quarter.
 - i. The MCOP may not take action to recoup improperly paid funds or withhold funds potentially due to a provider when the issues, services or claims upon which the recoupment or withhold is based on the following:
 - 1. The improperly paid funds were recovered by ODM, the State of Ohio, the federal government or their designees, or
 - 2. The improperly paid funds are currently being investigated by the State of Ohio, are the subject of pending federal or state litigation or investigation, or are being audited by ODM, the Ohio Auditor of State, CMS, OIG or their agents.
 - ii. The MCOP must notify ODM when it proposes to recoup or withhold improperly paid funds already paid or potentially due to a provider and obtain ODM approval to recoup or withhold, prior to taking action.
 - k. An MCOP that is not a qualified health maintenance organization must report to ODM a description of certain transactions with parties of interest as outlined in section 1903(m)(4)(A) of SSA [42 U.S.C. 1396b(m)(4)(A)].
- 4. Data Certification.** Pursuant to 42 CFR 438.604 and 42 CFR 438.606, MCOPs are required to provide certification as to the accuracy, completeness and truthfulness of data and documents submitted to ODM which may affect MCOP payment.
- a. MCOPs must submit the appropriate ODM-developed certification concurrently with the submission of the following data or documents:
 - i. Encounter Data as specified in Appendix L;
 - ii. Prompt Pay Reports as specified in Appendix J;
 - iii. Cost Reports as specified in Appendix J;
 - iv. Care Management Data as specified in Appendix L; and
 - v. HEDIS IDSS Data/FAR as specified in Appendix L;

- b. The above MCOP data submissions must be certified by one of the following:
 - i. The MCOP's Chief Executive Officer;
 - ii. The MCOP's Chief Financial Officer; or
 - iii. An individual who has delegated authority to sign for, and who reports directly to, the MCOP's Chief Executive Officer or Chief Financial Officer.
 - c. MCOPs must provide certification as to the accuracy, completeness, and truthfulness of additional submissions.
- 5. Explanation of Benefits (EOB) Mailings.** Pursuant to 42 CFR 455.20, MCOPs must have a method for verifying with enrollees whether services billed by providers were received; therefore, the MCOP is required to conduct a mailing of EOBs to a 95% confidence level (plus or minus 5% margin of error) random sample of the MCOP's enrollees once a year. As an option, the MCOP may meet this requirement by using a strategy targeting services or areas of concern as long as they number of mailed EOBs is no less than the number generated by the random sample described above. Any MCOP opting to use a targeted mailing must submit the proposed strategy in writing to ODM and receive written prior approval from ODM. The EOB mailing must only include those members that have received health care services within the last six months, comply with all state and federal regulations regarding release of personal health information, outline the recent medical services identified as having been provided to the enrollee and request that the enrollee report any discrepancies to the MCOP. The MCOP must inform its Contract Administrator of the date of the EOB mailing and provide results of the mailing 60 to 90 days after the mailing (i.e., number mailed, number of enrollees reporting discrepancies).
- 6. Breaches of Protected Health Information.** MCOPs must report the number of breaches of protected health information (PHI) and specify how many breaches were reported to HHS as required by 45 CFR Part 164.408 (b) and (c). This report must be submitted annually as indicated on the "MCOP Calendar of Required Submissions."
- 7. Waiver Integrity Reporting Requirements.** MCOPs must perform unit of service /claims validation for waiver services claims in accordance with Ohio's approved 1915(c) waiver, and must respond promptly to requests for claims verification in support of Provider Certification and Structural Compliance processes administered by ODM, ODA or their designee.

In accordance with ODM's 1915(c) CMS-approved waiver, the MCOP must report the following information to ODM:

- a. In accordance with ODM's 1915(c) CMS-approved waiver, MCOPs must report semi-annually (January 31 and July 31) or as requested by ODM the number and percent of waiver services claims that have been verified through a review of provider documentation to have been paid in accordance with individuals'

waiver service plans. MCOPs must review a representative sample stratified by waiver service type, with a confidence interval of 95% with a margin of error of +/- 5%.

- b. MCOPs must report semi-annually (January 31 and July 31) or as requested by ODM the number and percent of claims identified in a., above, for which the MCOP recovered payment. The first report is required to be submitted to ODM on July 31, 2015. That report must include verifications that cover the entire period back to the MCOP's MyCare Ohio start-up date.
- c. MCOPs must report the number of providers and members affected in regards to sub-paragraphs a. and b. above. This information is also due on January 31 and July 31.
- d. MCOPs must submit to ODM on an annual basis (July 31) a copy of its independently audited annual financial reports. These annual financial reports must be audited in accordance with Generally Accepted Auditing Standards by an independent certified public accountant.

8. Cooperation with State and Federal Authorities. The MCOP shall provide all data and information requested by ODM, the Ohio Attorney General, law enforcement, etc. in the manner, format and time frame requested. The MCOP must cooperate fully with State and Federal Authorities and:

- a. MCOPs must cooperate fully in any investigation or prosecution by any duly authorized government agency, whether administrative, civil, or criminal including providing, upon request, information, access to records, and access to interview MCOP subcontractors, employees and consultants in any manner related to the investigation.
- b. MCOPs, subcontractors and the MCOP's providers, must, upon request, make available to ODM BPI, ODM OMC and AGO MFCU/OIG any and all administrative, financial and medical records relating to the delivery of items or services for which ODM monies are expended. Such records will be made available at no cost to the requesting entity.

APPENDIX J

FINANCIAL PERFORMANCE FOR MYCARE OHIO PLANS

Pursuant to Section 2.13, Financial Requirements, of the Three-Way Contract, MyCare Ohio Plans (MCOPs) must adhere to the financial measures, standards and reporting requirements contained therein. In addition, MCOPs must adhere to the prompt pay standards set forth in Section 5.1.9. of the Three-Way Contract.

Annual and quarterly cost reports must be revised in accordance with the actuaries' observation log or as otherwise instructed by ODM.

APPENDIX K

QUALITY CARE

This appendix establishes program requirements and expectations related to the MyCare Ohio Plan's (MCOP's) responsibilities for developing and implementing a care delivery model, which includes the establishment of a primary care provider for individuals; health promotion and wellness activities; a care management program; and utilization management programs. The MCOP must also develop Quality Assessment and Performance Improvement programs and participate in external quality review activities. These program requirements are applicable to dual benefits (also referred to as "opt in") members and Medicaid only (also referred to as "opt out) members and support the priorities and goals set forth in the Ohio Medicaid Quality Strategy.

1. Care Delivery Model.

- a. **Primary Care.** In accordance with the Three-Way Contract between the MCOP, CMS and ODM (the Three-Way), Section 2.5.1, the MCOP is required to ensure that each Medicaid only member has a primary care provider who will serve as an ongoing source of primary and preventive care and will perform care coordination activities appropriate to the member's needs.
- b. **Health Promotion and Wellness Activities.** In accordance with the Three-Way, Section 2.5.2, each MCOP must develop and offer a range of health and wellness programs and informational material that target specific health needs and risk behaviors identified for the MCOP's membership.
- c. **Direct Access to Specialists.** In accordance with the Three-Way, Section 2.6.1.16, the MCOP must implement a provision for members, specifically those with special health care needs, to directly access a specialist (e.g., for an approved number of visits or a standing referral) as appropriate for the member's condition and health care needs. The MCOP must inform members of their right to directly access a specialist.
- d. **Utilization Management Programs.** In accordance with the Three-Way, Sections 2.4 and 2.8, and OAC rules 5160-58-01.1 and 5160-26-03.1, the MCOP must implement utilization management programs with clearly defined structures and processes to maximize the effectiveness of the care provided to dual benefits and Medicaid only members.

Pursuant to the criteria in ORC 5160.34(C), the MCOP is prohibited from retroactively denying a prior authorization (PA) request as a utilization management strategy. In addition, the MCOP shall permit the retrospective review of a claim that is submitted for a service where PA was required, but not obtained, pursuant to the criteria in ORC 5160.34(B)(9). Also ORC 5160.34 requires the MCOP to establish a streamlined provider appeal process relating

to adverse PA determinations, effective 1/1/2018.

- i. Drug Utilization Management Programs. The MCOP may, pursuant to ORC Section 5167.12, implement strategies for the management of drug utilization for Medicaid covered drugs that are not covered by Medicare Part D. The MCOP may, subject to ODM prior approval, require prior authorization of certain drug classes and place limitations on the type of provider and locations where certain drugs may be administered. Concurrently, MCOPs cannot require PA for drugs used to prevent preterm birth nor can they require PA for the location of administration.

The MCOP must establish its PA system so it does not impede member access to medically-necessary Medicaid covered services. The MCOP must comply with the provisions of OAC 5160-58-01.1 regarding the timeframes for PA of covered outpatient drugs. All proposed pharmacy programs and drug utilization management programs, such as PA, step therapy, partial fills, specialty pharmacy, pill-splitting, etc. are subject to ODM review and approval.

- ii. Behavioral Health Expedited Prior Authorization. With implementation of Behavioral Health Redesign, certain behavioral health services -- assertive community treatment (ACT), intensive home based treatment (IHBT) and substance use disorder (SUD) residential treatment (beginning with the third stay in a calendar year) -- must be prior authorized as expeditiously as the member's health condition requires but no later than three working days after receipt of the request in accordance with OAC rules 5160-26-03.1 and 5160-58-01.1.
- iii. Medicaid Covered Nursing Facility Stays. The MCOP must evaluate the member's need for the level of services provided by a nursing facility. To make this decision, the MCOP must use the criteria for nursing facility-based level of care pursuant to OAC rules 5160-3-08, 5160-3-09 and 5160-1-01. The MCOP must provide documentation of the member's level of care determination to the nursing facility. The MCOP must maintain a written record that the criteria were met, or if not met, the MCOP must maintain documentation that a Notice of Action was issued in accordance with OAC 5160-58-08.4.
- iv. Nursing Facility Level of Care Determinations. Pursuant to Section 2.5.3.3.5.2 of the Three-Way, the MCOP must request level of care determinations from the local Area Agencies on Aging except in the case of nursing facility stays for which level of care authority is delegated to the MCOP.

- e. The MCOP must utilize ongoing medication reconciliation, employment of advanced practice pharmacy management programs, including medication therapy management, and in-person pharmacy consultation to increase

adherence to medication regimens and eliminate contra-indicated drugs. The MCOP must develop a medication management program to be submitted and approved annually as directed by ODM. Medication management is a process that promotes safe and effective use of medications, including prescription and over the counter drugs, vitamins, and herbal supplements. The plan must detail the medication management triggering events, activity that occurs after a triggering event, how each medication management interaction is documented so each member of the care team can access the information, and how an action plan will be initiated and monitored.

- f. Transitions of Care. The MCOP must effectively and comprehensively manage transitions of care between settings in order to prevent unplanned or unnecessary readmissions, emergency department visits, and/or adverse outcomes. The MCOP must at a minimum:
 - i. Identify members who require assistance transitioning between care settings;
 - ii. Develop a method for evaluating risk of readmission in order to determine the intensity and urgency of follow up that is required for the member after the date of discharge;
 - iii. Designate MCOP staff who will regularly communicate with the discharging facility and inform the facility of the designated MCOP contacts;
 - iv. Ensure that timely notification and receipt of admission dates, discharge dates and clinical information is communicated between internal MCOP departments and between care settings, as appropriate;
 - v. Participate in discharge planning activities with the facility including making arrangements for safe discharge placement and facilitating clinical hand-offs between the discharging facility and the MCOP;
 - vi. Obtain a copy of the discharge/transition plan;
 - vii. Arrange for services specified in the discharge/transition plan; and
 - viii. Conduct timely follow up with the member and member's providers to ensure post discharge services have been provided.

When an MCOP is contacted by an inpatient facility for the MCOP's member, who is not identified in 1.f.i and 1.f.ii, with a request for assistance with discharge planning, the MCOP must initiate and implement steps 1.f.iii – viii, as applicable, to ensure adequate discharge planning occurs for the member. The MCOP must ensure that the transition/discharge plan and post-discharge services are integrated into the member's care plan. Upon request, the MCOP

may be required to submit the transition of care strategy as prescribed by ODM for approval.

- g. Care Management Program Requirements. Pursuant to the Three-Way, Section 2.5.3, the MCOP must provide care management services to all members, including dual benefits and Medicaid only. In addition, the MCOP must also adhere to the following requirements:
 - i. For Medicaid only members, the MCOP shall coordinate with any Medicare Advantage Plan that is the primary payor of Medicare services, if applicable, in an effort to reduce gaps or duplication of services.
 - ii. The MCOP must also adhere to all operational standards articulated in the approved Ohio Home and Community-Based Services 1915(c) waiver for MyCare Ohio.
 - iii. The MCOP is not required to conduct a new initial comprehensive assessment or annual reassessment if an assessment or reassessment was previously conducted by the current or prior MCOP and one of the following conditions apply:
 - 1. A member remains enrolled with the MCOP; or
 - 2. A member was previously enrolled with the current MCOP in the prior 90 calendar days; or
 - 3. A member had an assessment completed with a prior MCOP and the assessment was transferred from the disenrolling MCOP to the enrolling MCOP per Appendix C.
 - iv. Updates to the initial assessment must comply with Section 2.5.3.2.3.7 of the Three-Way agreement.
 - v. Member Safeguards. MCOPs are required to develop and implement safeguards, systems, and processes that detect, prevent, and mitigate harm and/or risk factors that could impact an individual's health, welfare and safety. When the MCOP identifies or becomes aware of risk factors, it must put in place services and supports to mitigate and address the identified issues as expeditiously as the situation warrants.

When a member enrolled in waiver services poses, or continues to pose, a risk to his or her health, safety and welfare, the MCOP must develop and implement an acknowledgement of responsibility plan between the MCOP, the member and/or the legal guardian, as applicable. For a members who is not enrolled in waiver services, an acknowledgement of responsibility plan may be used as a tool to mitigate harm and/or risk

factors. The acknowledgement of responsibility plan must identify the risks and set forth interventions recommended by the MCOP to remedy risks to the individual's health, safety and welfare. The MCOP's process for development and implementation of an acknowledgement of responsibility plan must be in accordance with ODM's specifications, as described in ODM's "Acknowledgement of Responsibility Guidance", as a mechanism to facilitate the MCOP's ability to ensure an individual's health, welfare and safety. The MCOP must document, in the clinical record, the member's consent or refusal to sign the acknowledgement of responsibility, and/or lack of adherence to the agreed upon actions or interventions. Following the process outlined in the "Acknowledgement of Responsibility Guidance," the MCOP may submit a request for disenrollment from the 1915(c) waiver, for ODM consideration, when it is believed the health, welfare, and safety of the member cannot be ensured on the waiver program.

ODM or its designee will conduct administrative reviews, in-home checks, and/or other oversight activities to ensure an individual's health, welfare, and safety. The penalties for non-compliance that places a member at risk for a negative health outcome or jeopardizes the health, safety and welfare of the member are located in Appendix N.

- h. The MCOP must employ a methodology for assigning consistent and appropriate caseloads for care managers that ensures health, welfare and safety for members. The MCOP must incorporate the following factors into its caseload assignment methodology:
 - i. Population;
 - ii. Acuity status mix;
 - iii. Care manager qualifications, years of experience, and responsibilities;
 - iv. Provision of support staff; location of care manager (community, MCOP office, provider office);
 - v. Geographic proximity of care manager to members (if community based); and
 - vi. Access to and capabilities of technology/IT systems.

The MCOP must ensure there is a method to periodically evaluate caseload assignments, including identification of circumstances that automatically trigger a review or adjustment of caseload sizes. The MCOP must submit a description of the methodology to ODM as specified and when requested.

- i. Care Management Performance Reviews. ODM will evaluate MCOP's care management performance via reviews conducted by ODM, or its designee, in accordance with the MyCare Care Management Performance Review Scoring Methodology.
 - i. Measure: Overall percentage of cases reviewed that received a met rating on the care management performance focus elements.
 - ii. Measurement Periods: SFY 18 Q1 (August/September 2017 – rates used to establish the performance standard); SFY 18 Q2 (November/December 2017 – Informational Only); SFY 18 Q3 (February 2018-Informational Only); SFY 18 Q4 (May 2018-contract measure); SFY 19 Q1 (August 2018-Informational Only); SFY 19 Q2 (November 2018-contract measure).
 - iii. Minimum Performance Standard: TBD
- j. Measures, Measurement Periods and Compliance Determination. ODM reserves the right to revise the measures and measurement periods established in this appendix (and their corresponding periods), as needed due to unforeseen circumstances. Unless otherwise noted, the most recent report or study finalized prior to the end of the contract period will be used in determining the MCOP's performance level for that contract period. In the event an MCOP's performance cannot be evaluated for a care management program evaluation measure and measurement period established in this appendix, ODM in its sole discretion will deem the MCOP to have met or to have not the standard(s) for that particular measure and measurement period depending on the circumstances involved.
- k. HCBS Waiver Operational Reporting Requirements.
 - i. The MCOP must report the following to ODM on the 15th of July, October, January and April of each calendar year:
 1. Total number of individuals who have an acknowledgement of responsibility plan by the following categories: drug/alcohol issues, unsafe smoking, non-compliance with healthcare, other.
 2. Total number of individuals with behavior support plans by category: mechanical restraints, chemical restraints, physical, seclusion, and restrictive interventions.
 3. Total number of behavior support plans by category as indicated above by authorizing entity: physician, psychologist, county board of developmental disabilities, and other

behavioral health professional.

4. Total number of individuals with behavior support plans for which the MCOP activated the behavioral support plan with an indication of the used restraint or seclusion.
 5. Total number of individuals with behavior support plans for which the MCOP activated the behavioral support plan with an indication of the restrictive intervention used.
- ii. In the event that the MCOP activates the Emergency Response Plan (ERP) pursuant to the Three-Way, Section 2.5.3.3.5.4.6, the MCOP must document the outcomes of the ERP and submit to ODM when requested.
- I. Waiver Service Coordination Assignment. Pursuant to the Three-Way Contract, the MCOP is required to contract with AAAs and may contract with other entities with experience working with people with disabilities as the primary waiver service coordination option for individuals age 60 and older. The MCOP may assume the responsibility of waiver service coordination entity for any individual regardless of age, if the individual selects or requests a change in the waiver service coordination entity, or if the MCOP, CMS or ODM identify a performance issue that affects an individual's health, welfare and safety.

The MCOP must complete the "Monthly Waiver Service Coordination Log" provided by ODM. The monthly log will reflect the number of waiver service coordination assignments for individuals age 60 and older to the MCOP and AAA. The MCOP will make these logs available to ODM upon request.

- m. Specialized Recovery Services (SRS) Program. Members who may be eligible to receive Specialized Recovery Services (i.e., recovery management, peer recovery support and individualized placement and support – supported employment), will be assigned a recovery manager who will perform assessments, person-centered planning, and coordination of SRS once determined eligible. Recovery managers will be employed by an Independent Entity, an existing Ohio Home Care Waiver case management agency contracted with ODM. As such, the MCOP is not permitted to perform recovery management services and must contract with at least one Independent Entity in the MyCare Ohio service area.

The MCOP is responsible for the payment of SRS. The MCOP must allow members to maintain current service levels at the time of enrollment for at least 180 days after the initial enrollment effective date with the MCOP. After a beneficiary's transition period concludes, the MCOP may prior authorize SRS in accordance with 42 CFR 438.210.

The MCOP will include the recovery manager as part of the member's MyCare Ohio care management team. The SRS person-centered care plan will be

integrated into the member's comprehensive care plan. The MCOP's care manager will adhere to ODM's incident management rule specified in OAC 5160-58-05.3. If an incident is reported to the MyCare care manager for a member receiving SRS, the care manager must inform the recovery manager. Prevention plans will be jointly developed by the MCOP care manager and the recovery manager.

The MCOP will refer a member who is potentially eligible for SRS to its contracted Independent Entity to initiate the SRS eligibility determination process.

2. Quality Assessment and Performance Improvement Program. Each MCOP must implement a Quality Assessment and Performance Improvement (QAPI) program in accordance with the Three-Way, Sections 2.11 that applies to both the dual benefits and Medicaid-only populations.

- a. Each MCOP must develop and implement Performance Improvement Projects (PIP) pursuant to the Three-Way, Section 2.11.3.4. Topics will be selected by ODM. The MCOP must adhere to ODM PIP format, content specifications and timelines for PIP implementation and reporting. All PIP submissions will be reviewed and approved by ODM and CMS. The MCOP must submit the results of each PIP to ODM annually; however, ODM reserves the right to require that MCOPs provide status updates no more frequent than monthly to ODM. The EQRO will assist MCOPs with the development and implementation of PIPs by providing technical assistance and will annually validate the PIPs.
 - i. Initiation of PIPs will begin in the 4th quarter of 2014. No more than two MCOP PIPs will be in an active status per calendar year.
 - ii. The MCOP shall actively participate in PIPs facilitated by ODM or the EQRO, or both. This includes but is not limited to:
 1. Attending meetings;
 2. Assigning MCOP staff to the PIP or QIP efforts so that the following areas of subject matter expertise are represented: improvement methods, data analysis and tracking, the improvement topic(s), health disparities, and MCP policies and processes related to the topic. In addition, one or more individuals on the improvement team shall have decision making authority. These requirements may be met by multiple team members;
 3. Responding promptly to data and information requests;
 4. Dedicating resources to test and implement effective quality

improvement interventions;

5. Establishing internal mechanisms to frequently communicate PIP status updates and results to the MCOP's Medical Director or Quality Improvement Director; and
 6. Maintaining regular communication with ODM or EQRO staff.
- iii. MCOP Medical Directors, Quality Improvement Directors, and at least one MCOP staff assigned to PIP/QIP teams will be required to complete coursework in the application of rapid cycle quality improvement science tools and methods from an ODM approved entity. Content should include topics such as:
1. The Model for Improvement¹ developed by the Associates in Process Improvement and popularized by the Institute for Healthcare Improvement (IHI)
 2. Edward W. Deming's System of Profound Knowledge
 3. Listening to and incorporating the Voice of the Customer (VOC)
 4. Process mapping/flow charting
 5. SMART Aim development and the use of key driver diagrams¹ for building testable hypotheses
 6. Methods for barrier identification and intervention selection (e.g., root cause analyses, Pareto charts, failure mode and effects analysis, the 5 whys technique)
 7. Selection and use of process, outcome and balancing measures
 8. Testing change through the use of PDS(C)A cycles²
 9. The use of statistical process control, such as the Shewart control chart³
 10. Tools for spread and sustainability planning

¹Langley GL, Nolan KM, Nolan TW, Norman CL, Provost LP. *The Improvement Guide: A Practical Approach to Enhancing Organizational Performance* (2nd edition). San Francisco: Jossey-Bass Publishers; 2009.

² Deming WE. *The New Economics for Industry, Government, and Education*. Cambridge, MA: The MIT Press; 2000

³ Revelle JB. *Quality Essentials: A Reference Guide from A to Z*, ASQ Quality Press, 2004.

- iv. Examples of approved entities offering coaching and/or training in these areas include: the Institute for Healthcare Improvement, the Intermountain Healthcare Leadership Institute, the Cincinnati Children's Hospital Anderson Center for Health System Excellence, the American Society for Quality's Learning Institute, the Deming Institute, and the National Association for Healthcare Quality.
 - v. Medical Directors with a substantial role in improvement projects or who are accountable for the QAPI program, along with QI Directors and at least one MCOP staff person involved in each ODM initiated QIP/PIP must submit training curricula to ODM for approval prior to enrollment. Evidence of course completion must be submitted by June 30, 2017. Staff will be exempt from this requirement if one of the following conditions is met:
 - 1. An accredited/certified education course in quality improvement science has been completed since July 1, 2014; or
 - 2. Satisfactory completion of NCQA CPHQ or ASQ CQIA certification after January 1, 2015. Medical Directors with a substantial role in improvement projects or who are accountable for the QAPI program, as well as Quality Improvement Directors hired after July 1, 2016, must complete the course within six months of the start date unless they have evidence of course completion within the two years prior to their effective start date.
 - vi. The MCOP shall integrate results from performance improvement projects into its overall quality assessment and performance improvement program.
- b. Quality Measurement Assessment and Improvement Strategy. The MCOP must measure, analyze, track, and submit performance indicators which reflect Ohio Medicaid's Quality Strategy clinical focus areas (e.g., behavioral health) and other quality initiatives in place to advance the goals of the Quality Strategy (e.g. health equity). The MCOP must include all measures listed in *MyCare Ohio Quality Performance Measures, Standards and Measurement Periods* and the Three-Way Contract, as well as other measures (e.g., the full NCQA accreditation set) that assist the MCOP in advancing the goals of the Quality Strategy and the Duals Demonstration Project. Required measures include those related to quality of life, rebalancing, and community integration activities for individuals receiving long-term services and supports. The MCOP's quality measurement assessment and improvement strategy must include the following:
- i. Establishing a measureable goal and benchmark for each performance indicator;

- ii. Frequent measurement of performance and comparison of the rate for each indicator to the established goal and benchmark (baseline);
- iii. Reviewing data trends to detect improvement, decline or stability in the rates (e.g., statistical process control) at a frequency no less often than quarterly;
- iv. Identifying opportunities for improvement;
- v. Conducting a root cause analysis to identify factors that may impact the adequacy of rates;
- vi. Developing and quality improvement interventions, using a rapid cycle improvement approach, that will test interventions that address the root cause(s) of the deficiency;
- vii. Developing and implementing a plan to monitor the quality improvement interventions to detect if the changes result in improvement;
- viii. Mechanisms for sustaining and spreading improvement;
- ix. Mechanisms to assess the quality and appropriateness of care furnished to members with special health care needs;
- x. Mechanisms to assess the quality and appropriateness of care furnished to members using long-term services and supports, including assessment of care between care settings and a comparison of services and supports received with those set forth in the member's treatment/service plan, if applicable; and
- xi. Mechanisms to prevent, detect and remediate critical incidents that are based on Ohio's requirements for home and community-based services waiver programs.

The MCOP must ensure that these activities are linked to the MCOP's annual evaluation of the impact and effectiveness of its quality program. Upon request, the MCOP must make the performance indicator tracking and reporting mechanisms available for review by ODM. Annual QAPI submissions are due on or before November 15th.

3. External Quality Review. The MCOP must participate in annual external quality review activities as specified in OAC rules 5160-58-01.1 and 5160-26-07. The review will include but not be limited to the following activities:

- a. Administrative compliance assessment as required by 42 CFR 438.358 and as

specified by ODM.

- b. Non duplication exemption – As allowed by 42 CFR 438.360 and 438.362, an MCOP with accreditation from a national organization approved by the Centers for Medicare and Medicaid services may request to be exempted from certain portions of the administrative compliance assessment. ODM will inform the MCOP when a non-duplication exemption may be requested.
 - c. The EQRO may conduct focused reviews of MCOP performance in the following domains which include, but are not limited to:
 - i. Availability of services
 - ii. Assurance of adequate capacity and services
 - iii. Coordination and continuity of care
 - iv. Coverage and authorization of services
 - v. Credentialing and re-credentialing of services
 - vi. Sub contractual relationships and delegation
 - vii. Enrollee information and enrollee rights
 - viii. Confidentiality of health information
 - ix. Enrollment and disenrollment
 - x. Grievance process
 - xi. Practice guidelines
 - xii. Quality assessment and performance improvement program
 - xiii. Health information systems
 - xiv. Fraud and abuse
 - xv. Encounter data studies
 - xvi. Validation of performance measurement data
 - xvii. Review of information systems
 - xviii. Validation of performance improvement projects
 - xix. Member satisfaction and/or quality of life surveys
4. **Sanctions.** The sanctions for non-compliance with care management, waiver procedural requirements, and external quality review activities are listed in the Appendix N of this Provider Agreement.

APPENDIX L

DATA QUALITY

A high level of performance on the data quality standards and requirements established in this appendix is crucial in order for the Ohio Department of Medicaid (ODM) to determine the value of the MyCare Ohio Program and to evaluate MyCare Ohio members' access to and quality of services. Encounter data collected from MyCare Ohio Plans (MCOPs) are used in key performance assessments, such as: the external quality review, clinical performance measures, utilization review, care coordination and care management, and in determining quality withholds. The data will also be used in conjunction with the cost reports in setting the capitation rates. The Encounter Data Volume measures, as specified in this appendix, will be calculated separately per MCOP for all MyCare Ohio members receiving services from the MCOP. These measures will be calculated for Medicaid services for all MyCare Ohio members (opt-in and opt-out populations combined), and for Medicare services for the dual benefit members (opt-in population). All other encounter data quality measures, as specified in this Appendix, will be calculated for each MCOP: Rejected Encounters, Acceptance Rate, Encounter Data Accuracy Study measure (Payment Accuracy), Incomplete Rendering Provider Data, NPI Provider Number Usage Without Medicaid/Reporting Provider Numbers, and Timeliness of Encounter Data Submission.

ODM reserves the right to revise the measures and report periods established in this appendix (and their corresponding compliance periods), as needed, due to unforeseen circumstances. Unless otherwise noted, the most recent report or study finalized prior to the end of the contract period will be used in determining the MCOP's performance level for that contract period.

1. Encounter Data.

For detailed descriptions of the encounter data quality measures below, see *ODM Methods for the MyCare Ohio Encounter Data Quality Measures*.

Each MCOP's encounter data submissions will be assessed for completeness and accuracy per Section 2 of the Three-Way Contract between MCOP, Centers for Medicare and Medicaid Services (CMS) and ODM (Three-Way). The MCOP is responsible for collecting information from providers and reporting the data to ODM in accordance with program requirements established in Appendix C, *MCOP Responsibilities*. Failure to do so jeopardizes the MCOP's ability to demonstrate compliance with other performance standards.

1.a. Encounter Data Completeness.

1.a.i. Encounter Data Volume.

Measure: The volume measure for each service category, as listed in the tables below, is the rate of utilization (e.g., discharges, visits) per 1,000 member months (MM).

Report Period: The report periods for Calendar Year (CY) 2014 through CY 2017 contract periods are listed in Table 1 below. Fee-For-Service (FFS) Medicaid data will be used as a baseline to set interim data quality standards for Medicaid services for CY 2014 and the first two quarters of CY 2015. Data quality standards for Medicare services and updated data quality standards for Medicaid services will be determined after ODM has collected Medicaid and Medicare encounter data from the MCOPs for at least two quarters. This measure will be used for informational purposes only until February 2017. Beginning in February 2017, this measure will be used to determine compliance.

Table 1. Report Periods for the CY 2014 - CY 2017 Contract Periods.

	Data Source (Estimated Encounter Data File Update)	Quarterly Report Estimated Issue Date	Contract Period
Qtr 1 2014 - Not Applicable	TBD	TBD	CY 2014
Qtr 2: 2014	TBD	TBD	
Qtr 2 and Qtr 3: 2014	TBD	TBD	
Qtr 2 thru Qtr 4:2014	TBD	TBD	
Qtr 2 thru Qtr 4: 2014; Qtr 1 2015	TBD	TBD	CY 2015
Qtr 2 thru Qtr 4: 2014; Qtr 1, Qtr 2: 2015	TBD	TBD	
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 3: 2015	TBD	TBD	
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 4: 2015	TBD	TBD	
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 4: 2015; Qtr 1 2016	TBD	TBD	CY 2016
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 4: 2015; Qtr 1, Qtr 2: 2016	TBD	TBD	
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 4: 2015; Qtr 1 thru Qtr 3: 2016	January 2017	February 2017	
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 4: 2015; Qtr 1 thru Qtr 4: 2016	April 2017	May 2017	
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 4: 2015; Qtr 1 thru Qtr 4: 2016; Qtr 1 2017	July 2017	August 2017	CY 2017
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 4: 2015; Qtr 1 thru Qtr 4: 2016; Qtr 1, Qtr 2: 2017	October 2017	November 2017	
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 4: 2015; Qtr 1 thru Qtr 4: 2016; Qtr 1 thru Qtr 3: 2017	January 2018	February 2018	
Qtr 2 thru Qtr 4: 2014; Qtr 1 thru Qtr 4: 2015; Qtr 1 thru Qtr 4: 2016; Qtr 1 thru Qtr 4: 2017	April 2018	May 2018	

Qtr1 = January to March; Qtr2 = April to June; Qtr3 = July to September; Qtr 4 = October to December

The data quality standards for the encounter data volume measure for Medicaid and Medicare services are listed in Tables 2. and 3. below, respectively. The MCOP's utilization rate for each service category listed in Tables 2. and 3. must be equal to or greater than the associated standard established for each service category in Tables 2 and 3, in all quarters of the measurement period.

Table 2. All MyCare Members (Opt-In and Opt-Out Populations) Medicaid Services Standards – Encounter Data Volume.

Category	Measure per 1,000/MM	Standard	Description
Inpatient Hospital	Discharges	TBD	General/acute care, excluding newborns and mental health and chemical dependency services
Nursing Facility	Claims	TBD	Nursing facility monthly claims
Emergency Department	Visits	TBD	Includes physician and hospital emergency department
Dental		TBD	Non-institutional and hospital dental visits
Vision		TBD	Non-institutional and hospital outpatient optometry and ophthalmology visits
Primary and Specialist Care		TBD	Physician/practitioner and hospital outpatient visits
Behavioral Health	Service	TBD	Inpatient and outpatient behavioral encounters
Waiver		TBD	Professional Waiver services
Pharmacy	Prescriptions	TBD	Prescribed drugs

Table 3. Dual Benefit Members (Opt-In Population) Medicare Services Standards – Encounter Data Volume.

	Measure per		
Inpatient Hospital	Discharges	TBD	General/acute care, excluding newborns and mental health and chemical dependency services
Nursing Facility	Claims	TBD	Nursing facility monthly claims
Emergency Department	Visits	TBD	Includes physician and hospital emergency department
Primary and Specialist Care		TBD	Physician/practitioner and hospital outpatient visits
Behavioral Health	Service	TBD	Inpatient and outpatient behavioral encounters
Pharmacy	Prescriptions	TBD	Prescribed drugs

See Appendix N of this Provider Agreement for the sanctions for noncompliance with the standards for this measure.

1.a.ii. Incomplete Rendering Provider Data.

This measure is calculated per MCOP and includes all Ohio MCOP members receiving services from the MCOP. The *Incomplete Rendering Provider Data* measure is calculated to ensure that MCOPs are reporting individual-level rendering provider information to ODM, so that ODM complies with federal reporting requirements. *Measure:* The percentage of rendering providers reported on encounters without individual-level Medicaid and/or Reporting provider numbers as identified in the Medicaid Information Technology System (MITS).

Report Period: The report periods for CY 2014 through CY 2017 contract periods are listed in Table 1 above. Results for CY 2014 will be informational (reporting only). CY 2014 will be used as a baseline to set interim performance standards for CY 2015. Q1 and Q2 of CY 2015 will be used as a baseline to set performance standards for CY 2017, with additional updates to be determined based on data submitted throughout CY 2015 through CY 2017. MCOPs must meet or exceed the standard in all quarters of the report period. This measure will be used for informational purposes only until February 2017. Beginning in February 2017, this measure will be used to determine compliance.

Data Quality Standard: TBD

See Appendix N of this Provider Agreement for the sanctions for noncompliance with the standards for this measure.

1.a.iii. NPI Provider Number Usage Without Medicaid/Reporting Provider Numbers.

This measure is calculated per MCOP and includes all Ohio MCOP members receiving services from the MCOP. The *NPI Provider Number Usage Without Medicaid/Reporting Provider Numbers* measure is calculated to ensure that providers reported on encounters can be associated with Medicaid and/or Reporting providers in MITS.

Measure: The percentage of institutional (837 I), professional (837 P), and dental (837 D) EDI transactions with an NPI provider number in the billing provider EDI data field that do not have a Medicaid or Reporting Provider Number in MITS.

Report Period: The report periods for CY 2014 through CY 2017 contract periods are listed in Table 1 above. Results for CY 2014 will be informational (reporting only). CY 2014 will be used as a baseline to set interim performance standards for CY 2015. Q1 and Q2 of CY 2015 will be used as a baseline to set performance standards for CY 2017, with additional updates to be determined based on data submitted throughout CY 2015 through CY 2017. MCOPs must meet or exceed the standard in all quarters of the report period. This measure will be used for informational purposes only until February 2017. Beginning in February 2017, this measure will be used to determine compliance.

Data Quality Standard: TBD

See Appendix N of this Provider Agreement for the sanctions for noncompliance with the standards for this measure.

1.a.iv. Rejected Encounters

Encounters submitted to ODM that are incomplete or inaccurate are rejected and reported back to the MCOPs on the Exception Report. If an MCOP does not resubmit rejected encounters, ODM's encounter data set will be incomplete; therefore, MCOP shall resubmit the required data within the period of time specified by ODM.

These measures are calculated per MCOP and include all Ohio MCOP members receiving services from the MCOP.

1) Measure 1 - Measure 1 only applies to MCOPs that have had MCOP membership for more than one year.

Measure 1: The percentage of encounters submitted to ODM that are rejected

Report Period: Results for CY 2014 will be informational (reporting only). CY 2014 data will be used as a baseline to set data quality standards for CY 2015. For CY 2015 through CY 2017, the report periods will be quarterly. This measure will be used for informational purposes only

until February 2017. Beginning in February 2017, this measure will be used to determine compliance.

Data Quality Standard for measure 1: The data quality standard for measure 1 is TBD for each file type in the ODM-specified medium per format.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with the standards for this measure.

Data Quality Standard: TBD

2) Measure 2 - Measure 2 only applies to MCOPs that have had MCOP membership for one year or less.

Measure 2: The percentage of encounters submitted to ODM that are rejected.

Report Period: Results for CY 2014 will be informational (reporting only). CY 2014 data will be used as a baseline to set data quality standards for CY 2015. The report period for Measure 2 is monthly. Results are calculated and performance is monitored monthly. The first reporting month begins with the third month of enrollment.

Data Quality Standard for measure 2: The data quality standard for measure 2 is a maximum encounter data rejection rate for each file type in the ODM-specified medium per format as follows:

Third through sixth month with MCOP membership: Not applicable for SFY 2017

Seventh through twelfth month with MCOP membership: Not applicable for SFY 2017

See Appendix N of this Provider Agreement for the sanctions for noncompliance with the standards for this measure.

Data Quality Standard: TBD

1.a.v. Acceptance Rate.

This measure only applies to MCOPs that have had MCOP membership for one year or less.

Measure: The rate of encounters that are submitted to ODM and accepted (i.e. accepted encounters per 1,000 member months).

Measurement Period: The measurement period for this measure is monthly. Results are calculated and performance is monitored monthly. The first reporting month begins with the third month of enrollment.

Data Quality Standard: The data quality standard is a monthly minimum accepted rate of encounters for each file type in the ODM-specified medium per format as follows:

Third through sixth month with membership: Not Applicable for SFY 2017
Seventh through twelfth month of membership: Not Applicable for SFY 2017

See Appendix N, *Compliance Assessment System*, for the penalty for noncompliance with the standards for this measure.

1.b. Encounter Data Accuracy.

As with data completeness, MCOPs are responsible for assuring the collection and submission of accurate data to ODM. Failure to do so jeopardizes MCOPs' performance, credibility and, if not corrected, will be assumed to indicate a failure in actual performance.

1.b.i. Encounter Data Accuracy Study.

Measure: This accuracy study will compare the accuracy and completeness of payment data stored in MCOPs' claims systems during the study period to payment data submitted to and accepted by ODM. The measure will be calculated per MCOP. Two levels of analysis will be conducted: one to evaluate encounter data completeness for which two rates will be calculated and one to evaluate payment data accuracy. Payment completeness and accuracy rates will be determined by aggregating data across claim types (i.e., professional, pharmacy, and institutional) and stratifying data by file type (i.e., header and detail). At a minimum, the additional components of analysis will include diagnosis codes and provider information (e.g., rendering provider, billing provider).

Encounter Data Completeness (Level 1):

Omission Encounter Rate: The percentage of encounters in an MCOP's fully adjudicated claims file not present in the ODM encounter data files.

Surplus Encounter Rate: The percentage of encounters in the ODM encounter data files not present in an MCOP's fully adjudicated claims files.

Payment Data Accuracy (Level 2):

Payment Error Rate: The percentage of matched encounters between the ODM encounter data files and an MCOP's fully adjudicated claims files where a payment amount discrepancy was identified.

Report Period: In order to provide timely feedback on the omission rate of encounters, the report period will be the most recent from when the study is initiated. This study is conducted annually.

Data Quality Standards:

For CY 2015:

For Level 1: An omission encounter rate and a surplus encounter rate of no more than 11% for both claim-level and line-level records.

For Level 2: A payment error rate of no more than 4%.

For CY 2016:

For Level 1: An omission encounter rate and a surplus encounter rate of no more than TBD for both claim-level and line-level records.

For Level 2: A payment error rate of no more than TBD.

For CY 2017:

For Level 1: An omission encounter rate and a surplus encounter rate of no more than TBD for both claim-level and line-level records.

For Level 2: A payment error rate of no more than TBD.

For CY 2018:

For Level 1: An omission encounter rate and a surplus encounter rate of no more than TBD for both claim-level and line-level records.

For Level 2: A payment error rate of no more than TBD.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with the standards for this measure.

1.c. Encounter Data Submission.

Information concerning the proper submission of electronic data interchange (EDI) encounter transactions may be obtained from the ODM website. The website contains Encounter Data Companion Guides for the MyCare Ohio 837 dental, professional and institutional transactions and the NCPDP D.0 pharmacy transactions. Additional Companion Guides for transactions that should be used in conjunction with encounters include the MyCare U277 Unsolicited Claim/Encounter Status Notifications, the MyCare 824 Application Advice and the TA1 Transmission Acknowledgement also available on the website. The Encounter Data Companion Guides must be used in conjunction with the X12 Implementation Guides for MyCare EDI transactions.

Information concerning MyCare Ohio encounter data measures may be obtained from the Ohio Department of Medicaid's Methodology for MyCare Ohio Encounter Data Quality Measures document also located on the ODM website. This document gives additional guidance on the methodologies used to create the measures in Appendix L of this Provider Agreement. This document also provides the MyCare Encounter Data Minimum Number of Encounters required by each plan, the MyCare Encounter Data Submission Schedule and the MyCare Encounter Data Certification Letter guidelines.

1.c.i. Encounter Data Submission Procedure.

The MCOP must submit encounter data files to ODM per the specified schedule and within the allotted amount established in ODM's Methodology for MyCare Ohio Encounter Data Quality Measures document.

The MCOP must submit a letter of certification, using the form required by ODM, with each encounter data file in the ODM-specified medium per format.

The letter of certification must be signed by the MCOP's Chief Executive Officer (CEO), Chief Financial Officer (CFO), or an individual who has delegated authority to sign for, and who reports directly to, the MCOP's CEO or CFO.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with these data submission requirements.

1.c.ii. Timeliness of Encounter Data Submission.

ODM recommends submitting MCOP-paid encounters no later than 60 days after the end of the month in which they were paid. ODM currently monitors minimum encounter data claims volume (Section 1.a.i.) and rejected encounters (Section 1.a.iv.) and the standards for these measures are based on encounters being submitted within this time frame. Beginning in March 2015 for claims paid in January 2015, MCOPs must report on encounter data submission lag time on a monthly basis to ODM. Results may be subject to an audit by ODM and/or a vendor representing ODM. Effective SFY 2016 (July 2015), ODM will evaluate the timeliness of MCOP encounter data submissions.

Measure: The percentage of encounters that are submitted to ODM and accepted within 60 calendar days of the month in which they were paid. (e.g., claims paid by the MCOP in January 2015 would be reported after April 2, 2015).

Measurement Periods: TBD

Data Quality Standard: (effective SFY 2016) TBD

Effective January 1, 2018, MCOP-paid encounters for drugs covered under the Medicaid portion of the benefit (e.g., drugs excluded from Medicare Parts B or D coverage or the Medicaid portion of drugs covered under Medicare Part B) shall include all necessary data for the invoicing of manufacturer rebates for all Covered Outpatient Drugs. This includes physician-administered drugs, drugs personally furnished by a physician, and drugs provided in clinics and non-institutional settings. All Medicaid-covered drugs billed to the MCOP that were acquired through the 340B drug pricing program shall be submitted using standard modifiers so they can be properly excluded from federal drug rebates.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with the standard for this measure.

1.c.iii. Encounter Submissions Per Encounter Schedule.

Measure: The percent of encounters listed in ODM's Methodology for MyCare Ohio Encounter Data Quality Measures document as the minimum amount for that month that were submitted to ODM and accepted.

Measurement Periods: TBD

Data Quality Standard: The data quality standard is greater than or equal to 100%.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with the standard for this measure.

2. MCOP Self-Reported, Audited HEDIS Data.

2.a. Annual Submission of HEDIS IDSS Data.

The MCOP is required to collect, report, and submit to ODM self-reported, audited HEDIS data for the full set of HEDIS measures reported by the MCOP to NCQA for MyCare Ohio members per *ODM's Specifications for the Collection and Submission of MyCare Ohio Self-Reported, Audited HEDIS Results*. The self-reported, audited HEDIS data are due to ODM no later than five business days after the NCQA due date.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with this data submission requirement.

2.b. Annual Submission of Final HEDIS Audit Report (FAR).

The MCOP is required to submit to ODM its FAR that contains the audited results for the full set of HEDIS measures reported by the MCOP to NCQA for MyCare Ohio members. This must include all HEDIS measures referenced in Appendix M. The FAR is due to ODM no later than five business days after the NCQA due date.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with this data submission requirement.

Note: ODM will review each MCOP's FAR in order to determine if any data collection or reporting issues were identified. In addition, ODM will evaluate any issues that resulted in the assignment of an audit result of "Not Report" (i.e., NR) for any measure. ODM reserves the right to pursue corrective action based on this review (see Appendix N of this Provider Agreement).

2.c. Data Certification Requirements for HEDIS IDSS Data and Final HEDIS Audit Report.

In accordance with 42 CFR 438.600, *et seq.*, each MCOP must submit a signed data certification letter to ODM attesting to the accuracy and completeness of its audited HEDIS IDSS data submitted to ODM. Each MCOP must also submit to ODM a signed data certification letter attesting to the accuracy and completeness of its final HEDIS audit report (FAR) submitted to ODM.

Each data certification letter is due to ODM on the same days that the respective HEDIS IDSS data/ FAR are submitted to ODM. Additional specifications regarding the data certification letters will be made available in future technical guidance.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with these data submission requirements.

3. Care Management Data.

Beginning January 1, 2018, the MCOP must submit care management data in accordance with the *MyCare Ohio Care: Population Stream, Risk Stratification Data, and Care Management Status Submission Specifications*.

In accordance with 42 CFR 438.600—438.606, each MCOP must sign and submit the ODM required data certification letter to ODM attesting to the accuracy and completeness of care management data submitted to ODM.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with these data submission requirements.

4. Appeals and Grievances Data.

Pursuant to OAC rule 5160-58-08.4, the MCOP is required to submit appeal and grievance activity to ODM as directed. ODM requires appeal and grievance activity to be submitted at least monthly in an electronic data file format pursuant to the *Appeal File and Submission Specifications* and *Grievance File and Submission Specifications*.

The appeal data file and the grievance data file must include all appeal and grievance activity, respectively, for the previous month, and must be submitted by the ODM-specified due date. These data files must be submitted in the ODM-specified format and with the ODM-specified filename in order to be successfully processed.

MCOPs who fail to submit their monthly electronic data files to the ODM by the specified due date or who fail to resubmit, by no later than the end of that month, a file which meets the data quality requirements will be subject to sanctions as provided in Appendix N of this Provider agreement.

5. Utilization Management Data.

Pursuant to OAC rules 5160-58-01.1 and 5160-26-03.1, the MCOP is required to submit information on prior authorization requests as directed by ODM. ODM requires information on prior authorization requests to be submitted at least bi-weekly in electronic data file formats pursuant to the *Utilization Management Tracking Database: Prior Authorization File and Submission Specifications* document.

6. Health Outcomes Survey (HOS) Data.

The MCOP is required to collect, report, and submit to ODM HOS data for the full set of HOS measures reported to CMS by the MCOP for applicable MyCare Ohio members per CMS' *Reporting Requirements for 2016 HEDIS, HOS and CAHPS Measures*.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with this data submission requirement.

7. Nursing Facility 100-Day Threshold and Discharge Data.

7.a. Timely Submission of Nursing Facility 100-day Threshold and Discharge Data.

MCOPs are required to collect, report, and submit nursing facility 100-day threshold and discharge data as specified in the *MyCare Ohio Rules for Reporting the Institutional 100-Day Requirement*. Individual member records must be submitted within 30 business days of the NF LOC (100-day threshold) date and date of discharge, and in every case, NF LOC (100-day threshold) dates must be submitted in accordance with dates specified by ODM to comply with the MEMA timeframes specified in Appendix E.

The individual member records 100-day threshold and discharge dates must be complete and accurate as compared with associated medical records and in accordance with the *MyCare Ohio Rules for Reporting the Institutional 100-Day Requirement*.

The MCOP must also submit a letter of certification, using the form required by ODM, with each nursing facility admission and discharge data submission file. ODM will use a sample of the NF LOC data to determine compliance.

See Appendix N of this Provider Agreement for the sanctions for noncompliance with this data submission requirement.

8. MyCare Ohio Quarterly Enrollment Files.

Accurate and complete MCOP enrollment records are a critical component of determining accurate rates for measures where member enrollment is used as the basis for calculating rates. In order to ensure the most accurate and complete enrollment records possible for each MCOP, ODM is creating quarterly enrollment files to be sent to the MCOPs for the purpose of enrollment verification. Details regarding specifications for these enrollment files can be found in *ODM's MyCare Ohio Plan Quarterly Enrollment Data File Specifications*.

Effective July 2016, MCOPs may voluntarily submit to ODM on a quarterly basis addition and deletion files for member enrollment spans. These file submissions must be accompanied by a data certification letter, using the form required by ODM. Specifications for submitting the addition and deletion files, and instructions for submitting the associated data certification letter, are provided in *ODM's MyCare Ohio Plan Addition and Deletion Enrollment Data File Specifications*.

As this file submission is voluntary, no penalty will be assessed for failure to submit the required data certification letter, however, ODM will not utilize any MCOP files submitted under this section that are not accompanied by the associated data certification letter.

9. Biannual Submission of Provider Preventable Conditions Data.

Pursuant to 42 CFR 438.3(g), MCOPs must identify the occurrence of all provider preventable conditions (PPCs). MCOPs shall report identified PPCs, regardless of the provider's intention to bill for that event, to ODM on a biannual basis, beginning January 1, 2018, in a form specified by ODM.

APPENDIX M

QUALITY MEASURES AND STANDARDS

The Ohio Department of Medicaid (ODM) has established Quality Measures and Standards to evaluate MyCare Ohio Plan (MCOP) performance in key program areas (i.e., access, clinical quality, consumer satisfaction). The selected measures align with specific priorities, goals, and focus areas of the ODM Quality Strategy. Each measure has a Minimum Performance Standard. Failure to meet a Minimum Performance Standard will result in the assessment of a noncompliance penalty. See Appendix N of this Provider Agreement for sanctions for noncompliance with the performance standards. Certain measures are also used to determine the Medicaid quality withhold amount that an MCOP may earn back for a contract year per Appendix O, *Quality Withholds*, and/or per Section 4 of the Three-Way Contract between the MCOP, CMS and ODM (the Three-Way).

The measures utilized for performance evaluation are derived from national measurement sets (e.g., HEDIS, AHRQ, HOS, CAHPS, MDS, CMS, etc.), widely used for evaluation of Medicaid/Medicare managed care industry data, or are Ohio-specific measures designed to monitor goals associated with rebalancing initiatives which provide greater access to home and community based services, as an alternative to facility-based long-term care. Each measure applies to dual benefit members (opt-in population) and/or to Medicaid-only members (opt-out population). Performance measures and standards are subject to change based on the revision or update of applicable national measures, methods, benchmarks, or other factors as deemed relevant.

The performance measures listed in this Appendix are not intended to limit the assessment of other indicators of performance for quality improvement activities. MCOP performance based on multiple measures will be assessed and reported to the MCOPs and others, including Medicare and Medicaid consumers.

1. Quality Measures and Standards.

MCOPs are evaluated on measures separately for dual benefit members (opt-in population) and Medicaid-only members (opt-out population) using statewide population-specific results that include all regions in which the MCOP has membership. Results for each measure are calculated per MCOP and will either include all of the MCOP's Ohio dual benefit members (opt-in population) and/or Medicaid-only (opt-out population) per the criteria specified by the methodology for the given measure. Separate minimum performance standards may be established for the dual benefit population and the Medicaid-only population.

MCOP performance is assessed using ODM calculated performance measurement data, CMS calculated performance measurement data, and results submitted to ODM and CMS by the MCOPs. The measures in this appendix are calculated in accordance with *CMS' Reporting Requirements for HEDIS, HOS, and CAHPS Measures*, and *The Ohio Department of Medicaid's MyCare Rebalancing and Long Term Care Measures Methods*.

1.a. Measures, Measurement Sets, Standards, and Measurement Years. The measures and accompanying Minimum Performance Standards and measurement years for the SFY 2016, SFY 2017, Rev. 7/2017

SFY 2018, and SFY 2019 contract periods are listed in Table 1. below. Each measure’s corresponding measurement set and applicable consumer population is also provided. For sanctions associated with noncompliance with the performance standards for these measures, see Appendix N of this Provider Agreement.

Table 1. SFY 2016, SFY 2017, SFY 2018, and SFY 2019 Performance Measures, Measurement Sets, Standards, and Measurement Years

Quality Strategy: Population Stream	Measure	Measurement Set	Applicable Population	SFY 2016 Minimum Perf. Std.	SFY 2016 Measurement Year	SFY 2017 Minimum Perf. Std.	SFY 2017 Measurement Year	SFY 2018 Minimum Perf. Std.	SFY 2018 Measurement Year	SFY 2019 Minimum Perf. Std.	SFY 2019 Measurement Year
Behavioral Health	Follow-Up After Hospitalization for Mental Illness -30 Day Follow Up**	NCQA/ HEDIS	Dual Benefits Members (Opt-In)	N/A	N/A	≥ 41.2%	CY 2016	≥56.0%	CY 2017	TBD	CY 2018
Behavioral Health	Follow-Up After Hospitalization for Mental Illness - 7 Day Follow Up	NCQA/ HEDIS	Dual Benefits Members (Opt-In)	≥ 23.0%	CY 2015	N/A	N/A	N/A	N/A	N/A	N/A
Behavioral Health	Anti-depressant Medication Management	NCQA/ HEDIS	Dual Benefits Members (Opt-In)	N/A	N/A	Effective Acute Phase Treatment ≥ 62.8% Effective Continuation Phase Treatment: ≥ 47.4%	CY 2016	Effective Acute Phase Treatment ≥ 64.1% Effective Continuation Phase Treatment ≥ 48.4%	CY 2017	TBD	CY 2018
Chronic Conditions	Controlling High Blood Pressure **	NCQA/ HEDIS	Dual Benefits Members (Opt-In)	≥ 58.9%	CY 2015	≥ 47.0%	CY 2016	≥53.0%	CY 2017	TBD	CY 2018
Chronic Conditions	Comprehensive Diabetes Care - HbA1c Control (<8.0%)	NCQA/ HEDIS	Dual Benefits Members (Opt-In)	N/A	CY 2015	≥ 58.3%	CY 2016	≥55.8%	CY 2017	TBD	CY 2018

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Chronic Conditions	Part D Medication Adherence for Diabetes Medications**	CMS	Dual Benefits Members (Opt-In)	≥ 73.0%	CY 2015	≥ 69.0%	CY 2016	≥ 73.0%	CY 2017	TBD	CY 2017
Healthy Adults	Annual Flu Vaccine**	CAHPS	Dual Benefits Members (Opt-In)	≥ 69.0%	CY 2015 (Survey conducted in CY 2016)	≥ 63.0%	CY 2016 (Survey conducted in CY 2017)	≥ 69.0 %	CY 2017 (Survey conducted in CY 2018)	TBD	CY 2018
Healthy Adults	Fall Risk Management – Managing Fall Risk **	NCQA/ HEDIS/ HOS	Dual Benefits Members (Opt-In)	≥ 55.0%	CY 2015 (Survey conducted in CY 2016)	≥ 53.0%	CY 2016 (Survey conducted in CY 2017)	≥ 55.0%	CY 2017 (Survey conducted in CY 2018)	TBD	CY 2018
Healthy Adults	Breast Cancer Screening	NCQA/ HEDIS	Dual Benefits Members (Opt-In)	NA	CY 2015	≥ 66.0%	CY 2016	≥ 66.3%	CY 2017	TBD	CY 2018

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Quality Strategy: Population Stream	Measure	Measurement Set	Applicable Population	SFY 2016 Minimum Perf. Std.	SFY 2016 Measurement Year	SFY 2017 Minimum Perf. Std.	SFY 2017 Measurement Year	SFY 2018 Minimum Perf. Std.	SFY 2018 Measurement Year	SFY 2019 Minimum Perf. Std.	SFY 2019 Measurement Year
Integrating Care	Plan All Cause Readmissions – Observed Readmissions (Num/Den)	NCQA/HEDIS	Dual Benefits Members (Opt-In)	N/A	CY 2015	≤ 11.0%	CY 2016	≤11.0%	CY 2017	TBD	CY 2018
	Adults' Access to Preventive/ Ambulatory Health Services	NCQA/HEDIS	Dual Benefits Members (Opt-In)	≥ 94.6%	CY 2015	≥ 94.0%	CY 2016	≥93.8%	CY 2017	TBD	CY 2018
	Getting Appointments and Care Quickly Composite*	CAHPS	Dual Benefits Members (Opt-In)	N/A	CY 2015 (Survey conducted in CY 2016)	≥ 74.0%	CY 2016 (Survey conducted in CY 2017)	≥73.0%	CY 2017 (Survey conducted in CY 2018)	TBD	CY 2018
	Satisfaction with Customer Service Composite*	CAHPS	Dual Benefits Members (Opt-In)	N/A	CY 2015 (Survey conducted in CY 2016)	≥ 85.0%	CY 2016 (Survey conducted in CY 2017)	≥86.0%	CY 2017 (Survey conducted in CY 2018)	TBD	CY 2018

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	Care for Older Adults - Medication Review, 66 & Older	NCQA/HEDIS	Dual Benefits Members (Opt-In)	≥ 71.0%	CY 2015	≥ 60.0%	CY 2016	≥57.0%	CY 2017	TBD	CY 2018
	Care for Older Adults - Functional Status Assessment, 66 & Older	NCQA/HEDIS	Dual Benefits Members (Opt-In)	≥ 59.0%	CY 2015	≥ 54.0%	CY 2016	≥56.0%	CY 2017	TBD	CY 2018
	Care for Older Adults - Pain Assessment, 66 & Older	NCQA/HEDIS	Dual Benefits Members (Opt-In)	≥ 60.0%	CY 2015	≥ 62.0%	CY 2016	≥59.0%	CY 2017	TBD	CY 2018
Improving and Rebalancing Long-Term Care	Nursing Facility Diversion Measure***	Ohio-Specific	Dual Benefits Members (Opt-In) and Medicaid- Only Members (Opt-Out)	≥5% decrease from CY 2013 (baseline year)	CY 2015	TBD	CY 2016	TBD	CY 2017	TBD	CY 2018
	Long Term Care Rebalancing Measure	Ohio-Specific	Dual Benefits Members (Opt-In) and Medicaid- Only Members (Opt-Out)	≥5% increase from CY 2013 (baseline year)	CY 2015	TBD	CY 2016	TBD	CY 2017	TBD	CY 2018
	Long Term Care Overall Balance Measure**	Ohio-Specific	Dual Benefits Members (Opt-In) and Medicaid- Only Members (Opt-Out)	≥5% decrease from CY 2013 (baseline year)	CY 2015	TBD	CY 2016	TBD	CY 2017	TBD	CY 2018
	Percent of residents whose need for help with daily activities has increased	RTI International/MDS	Dual Benefits Members (Opt-In) and Medicaid- Only Members (Opt-Out)	≤ 15.2%	CY 2015	≤ 15.2%	CY 2016	TBD	CY 2017	TBD	CY 2018
	Percent of residents who were	RTI International/MDS	Dual Benefits Members (Opt-In)	≤ 2.1%	CY 2015	≤ 2.1%	CY 2016	TBD	CY 2017	TBD	CY 2018

physically restrained			and Medicaid- Only Members (Opt-Out)								
Percent of residents experiencing on or more falls with a major injury	RTI International/M DS	Dual Benefits Members (Opt-In) and Medicaid- Only Members (Opt-Out)	≤ 3.6%	CY 2015	≤ 3.6%	CY 2016	TBD	CY 2017	TBD	CY 2018	
Percent of residents with urinary tract infection	RTI International/M DS	Dual Benefits Members (Opt-In) and Medicaid- Only Members (Opt-Out)	≤ 5.8%	CY 2015	≤ 5.8%	CY 2016	TBD	CY 2017	TBD	CY 2018	
Percent of high-risk residents with pressure ulcers	RTI International/M DS	Dual Benefits Members (Opt-In) and Medicaid- Only Members (Opt-Out)	≤ 5.6%	CY 2015	≤ 5.6%	CY 2016	TBD	CY 2017	TBD	CY 2018	
Percent of residents who have/had a catheter inserted and left in their bladder	RTI International/M DS	Dual Benefits Members (Opt-In) and Medicaid- Only Members (Opt-Out)	≤ 3.0%	CY 2015	≤ 3.0%	CY 2016	TBD	CY 2017	TBD	CY 2018	

* Quality withhold measure for Demonstration Year 1 (CY 2014 and CY 2015).

** Quality withhold measure for Demonstration Years 2 (CY 2016) and 3 (CY 2017). Note: the Plan All Cause Readmissions rate included in the draft Medicare-Medicaid Quality Withhold Technical Notes (DY 2&3) is the Observed Readmissions rate.

2. Notes.

2.a. Measures and Measurement Periods.

ODM reserves the right to revise the measures and measurement periods referenced in this Appendix (and their corresponding compliance periods), as needed, due to unforeseen circumstances. Unless otherwise

noted, the most recent report or study finalized prior to the end of the contract period will be used in determining an MCOP's performance level for that contract period.

2.b. Performance Standards – Compliance Determination.

In the event that an MCOP's performance cannot be evaluated for a performance measure and/or a measurement period referenced in this appendix, ODM will deem the MCOP to have met or to have not met the standard(s) for that particular measure and measurement period depending on the circumstances involved (e.g., if a HEDIS measure was assigned an audit result of "Not Report" on the MCOP's Final Audit Report and the "Not Report" designation was determined to be the result of a material bias caused by the MCOP, ODM would deem the MCOP to have not met the standard(s) for that measure and measurement period).

2.c. Performance Standards – Retrospective Adjustment.

ODM will implement the use of a uniform methodology, as needed, for the retrospective adjustment of any Minimum Performance Standard referenced in this Appendix, except for the CAHPS measure standards. This methodology will be implemented at ODM's discretion when all three of the following criteria are met.

- The methodology for the standard's associated measure is revised. Note, for HEDIS measures, ODM will not adjust performance measure standards retrospectively due to procedural changes such as revisions to medical record hybrid review timelines.
- For the year in which the methodology is revised, the performance results for all Ohio MCOPs all increase or all decrease when compared to the standard-setting year. Note, this excludes MCOPs without results for both years.
- For the year in which the methodology is revised, the performance results for three or more MCOPs each change by at least three percentage points (e.g., increase from 56.0% to 59.0%) when compared to the standard-setting year.

For a comprehensive description of the standard adjustment methodology, see *ODM's MyCare Ohio Methods for the Retrospective Adjustment of Quality and Withhold Measure Standards*.

APPENDIX N

COMPLIANCE ASSESSMENT SYSTEM

I. General Provisions of the Compliance Assessment System.

- A. The Compliance Assessment System (CAS) sets forth sanctions that may be assessed by the Ohio Department of Medicaid (ODM) against the MyCare Ohio Plan (MCOP) if the MCOP is found to have violated the Three-Way Contract between ODM, CMS and the MCOP, this Provider Agreement, or applicable law. It does not in any way limit ODM from requiring Corrective Action Plans (CAPs) and program improvements, or from imposing any of the sanctions specified in 42 CFR 438.706 and OAC rule 5160-26-10 (applicable to MyCare Ohio pursuant to OAC rule 5160-58-01.1) or any other additional compliance actions, including the proposed termination, amendment, or nonrenewal of this Provider Agreement. Civil monetary penalties imposed by ODM in accordance with 42 C.F.R. 438.702(a)(1) shall not exceed the federal limits set forth in 42 C.F.R. 438.704.
- B. As set forth in OAC rule 5160-26-10, regardless of whether ODM imposes a sanction, the MCOP is required to initiate corrective action for any MCOP program violation or deficiency as soon as the violation or deficiency is identified by the MCOP or ODM. The MCOP is required to report to ODM when it becomes aware of any violation that could impair a member's ability to obtain correct information regarding services, impair member rights, affect the ability of the MCOP to deliver covered services, or affect the member's ability to access covered services.
- C. If ODM determines that an MCOP has violated any of the requirements of sections 1903(m) or 1932 of the Social Security Act that are not specifically identified within this Provider Agreement, ODM may (1) require the MCOP to permit any of its members to disenroll from the MCOP without cause, or (2) suspend any further new member enrollments to the MCOP, or both.
- D. Program violations that reflect non-compliance from the previous compliance term will be subject to remedial action under CAS at the time that ODM first becomes aware of this non-compliance.
- E. ODM retains the right to use its discretion to determine and apply the most appropriate compliance action based on the severity of the non-compliance, a pattern of repeated non-compliance, and number of beneficiaries affected. In instances where the MCOP is able to document, to the satisfaction of ODM, that the violation and precipitating circumstances were beyond its control and could not reasonably have been foreseen (e.g. a construction crew severs a phone line, a lightning strike disables a computer system, etc.), ODM may in its discretion utilize alternative methods (i.e. a remediating plan) in lieu of the imposition of sanctions/remedial actions as defined in section II of this appendix.

A Remediation Plan is a structured activity or process implemented by the MCP to improve identified deficiencies related to compliance with applicable rules, regulations or contractual requirements. All remediation plans must be submitted in the manner specified by ODM. Failure to comply with, or meet the requirements of a remediation plan may result in the imposition of progressive sanctions/remedial actions outlined in Section II.

- F. ODM will issue all notices of non-compliance in writing to the identified MCOP contact.
- G. Actions recommended or issued by the Contract Management Team (CMT) as defined in the Three-Way Contract in no way limit ODM's authority to impose sanctions and remedial actions under this Provider Agreement. ODM will take into consideration any sanctions or actions taken by the CMT when deciding whether and what type of sanctions/remedial actions to take for violations of this Provider Agreement.

II. Types of Sanctions/Remedial Actions. ODM may impose sanctions/remedial actions, including, but not limited to, the items listed below.

A. ODM Initiated Corrective Action Plans (CAPs). A CAP is a structured activity, process or quality improvement initiative implemented by the MCOP to improve identified operational and clinical quality deficiencies. All CAPs must be submitted in the manner specified by ODM.

MCOPs may be required to develop CAPs for any instance of non-compliance with applicable rules, regulations or contractual requirements; CAPs are not limited to actions taken in this appendix. All CAPs requiring ongoing activity on the part of an MCOP to ensure its compliance with a program requirement will remain in effect until the plan has provided sufficient evidence that it has fulfilled the requirements of the CAP to the satisfaction of ODM. All CAPs requiring implementation of quality improvement initiatives will remain in effect for at least twelve months from the date of implementation.

Where ODM has determined the specific action which must be implemented by the MCOP or if the MCOP has failed to submit a CAP, ODM may require the MCOP to comply with an ODM-developed or "directed" CAP.

Where a sanction is assessed for a violation in which an MCOP has previously been assessed a CAP (or any sanction or any other related written correspondence), the MCOP may be assessed escalating sanctions.

B. Financial Sanctions

B.1. Financial Sanctions Assessed Due to Accumulated Points

On the effective date of the Three-Way between CMS, ODM and the MCOP, the MCOP shall begin with 0 points. Points will accumulate over a rolling 12-month schedule. Points more than 12 months old will expire.

No points will be assigned for a violation if an MCOP is able to document that the precipitating circumstances were completely beyond its control and could not reasonably have been foreseen (e.g., a construction crew severs a phone line, a lightning strike disables a computer system, etc.).

In cases where an MCOP-contracted healthcare provider is found to have violated a program requirement (e.g., failing to provide adequate contract termination notice, marketing to potential members, inappropriate member billing), ODM may assess points unless to the satisfaction of ODM: (1) the MCOP can document that it provided sufficient notification or education to providers of applicable program requirements and prohibited activities; and (2) the MCOP took immediate and appropriate action to correct the problem and to ensure that it will not reoccur. ODM will review repeated incidents and determine whether the MCOP has a systemic problem. If ODM determines that a systemic problem exists, further sanctions or remedial actions may be assessed against the MCOP.

B.1.2.1. 5 Points

ODM may in its discretion assess five points for any instance of non-compliance with applicable rules, regulations or contractual requirements. Instances of non-compliance can include, but are not limited to those that (1) impair a member's or potential enrollee's ability to obtain accurate information regarding MCOP services, (2) violate a care management process, (3) impair a member's or potential enrollee's ability to obtain correct information regarding services or (4) infringe on the rights of a member or potential enrollee. Examples of five point violations include, but are not limited to the following:

- Failure to provide accurate provider panel information.
- Failure to provide member materials to new members in a timely manner.
- Failure to comply with appeal, grievance, or state hearing requirements, including the failure to notify a member of his or her right to a state hearing when the MCOP proposes to deny, reduce, suspend or terminate a Medicaid-covered service.
- Failure to staff a 24-hour call-in system with appropriate trained medical personnel.
- Failure to meet the monthly call-center requirements for either the member services or the 24-hour call-in system lines.
- Provision of false, inaccurate or materially misleading information to ODM, health care providers, the MCOP's members, or any eligible individuals.
- Use of unapproved marketing or member materials.
- Failure to appropriately notify ODM, or members, of provider panel terminations.

- Failure to update website provider directories as required.
- Failure to comply with an open remediation plan or CAP or a CAP closed in the last 12 months.
- Failure to meet provider network performance standards.
- A violation of a care management process specified in Section 2.5.3 of the Three-Way, or Appendix K of the Provider Agreement that does not meet the standards for a 10 point violation. Examples include but are not limited to the failure to:
 - Ensure that staff performing care management functions are operating within their professional scope of practice, are appropriately responding to a member's care management needs, or are complying with the state's licensure/credentialing requirements;
 - Adequately assess an individual's needs including the evaluation of mandatory assessment domains;
 - Update an assessment upon a change in health status, needs or significant health care event;
 - Develop or update a care plan that appropriately addresses assessed needs of a member;
 - Monitor the care plan;
 - Complete a care gap analysis that identifies gaps between recommended care and care that is received by a member;
 - Update the care plan in a timely manner when gaps in care or change in need are identified;
 - Coordinate care for a member across providers, specialists, and team members, as appropriate;
 - Adhere to a documented communication plan, including the contact schedule for in-person visits and telephone calls;
 - Make reasonable attempts to obtain a discharge/transition plan from an inpatient facility; conduct timely follow up with the member and provider, as appropriate; or arrange for services specified in the discharge/transition plan; or
 - Adhere to home and community-based services (HCBS) waiver service coordination and operational requirements in the Three-Way, Section 2.5.3.3.5.4, and the Ohio approved HCBS 1915(c) waiver for MyCare Ohio.

B.1.2.2. 10 Points

ODM may in its discretion assess ten points for any instance of noncompliance with applicable rules, regulations or contractual requirements that could, as determined by ODM: (1) affect the ability of the MCOP to deliver, or a member to access, covered services; (2) place a member at risk for a negative health outcome; or (3) jeopardize the safety and welfare of a member. Examples include, but are not limited to, the following:

- Discrimination among members on the basis of their health status or need for health care services (this includes any practice that would reasonably be expected to encourage termination or discourage selection by individuals

whose medical condition indicates probable need for substantial future medical services).

- Failure to assist a member in accessing needed services in a timely manner after receiving a request from the member.
- Failure to provide medically-necessary Medicare or Medicaid covered services to members.
- Failure to process prior authorization requests within the prescribed time frames.
- Repeated failure to comply with an open remediation plan or CAP or a CAP closed in the last twelve months.
- The imposition of premiums or charges on members that are in excess of the premiums or charges permitted under the MyCare Ohio demonstration project.
- Misrepresentation or falsification of information that the MCOP furnishes to ODM.
- Misrepresentation or falsification of information that the MCOP furnishes to a member, potential member, or health care provider.
- Failure to comply with the requirements for physician incentive plans, as set forth (for Medicare) in 42 CFR 422.208 and 422.210.
- Violation of a care management process, including HCBS 1915(c) waiver operations, as specified in the Three-Way, Section 2.5.3 or the Provider Agreement Appendix K.

B.1.2.3. Progressive Sanctions Based on Accumulated Points

Progressive sanctions will be based on the number of points accumulated at the time of the most recent incident. A CAP or other sanction may be imposed in addition to the financial sanctions listed below. The designated financial sanction amount will be assessed when the number of accumulated points falls within the ranges specified below:

0 -15 Points	CAP + No financial sanction
16-25 Points	CAP + \$5,000 financial sanction
26-50 Points sanction	CAP + \$10,000 financial
51-70 Points sanction	CAP + \$20,000 financial
71-100 Points sanction	CAP + \$30,000 financial
100+ Points	Proposed Provider Agreement Termination

B.2 Specific Pre-Determined Sanctions

B.2.1. Adequate network-minimum provider panel requirements

Any deficiencies in an MCOP's provider network specified in the Provider Agreement or the Three-Way may result in the assessment of a \$1,000 nonrefundable financial sanction for each category (dental, vision, waiver providers etc.) and for each county/zip code. Compliance will be assessed at least quarterly.

ODM may assess additional sanctions (e.g. CAPs, points, financial sanctions) if (1) an MCOP violates any other provider panel requirements contained within either the Three-Way or Medicaid provider agreement or (2) an MCOP's member has experienced problems in accessing necessary services because of non-compliance by a provider within the MCOP's panel.

B.2.2. Late Submissions

B.2.2.1 Submission of data and documentation to ODM

All submissions, data and documentation submitted by an MCOP must be received by ODM within the specified deadline and must represent the MCOP in an honest and forthright manner. If the MCOP fails to provide ODM with any required submission, data or documentation, (with the exception of incident management documentation referenced in B.2.2.2) ODM may assess a nonrefundable financial sanction of \$100 per day, unless the MCOP requests and is granted an extension by ODM. Assessments for late submissions will be done monthly.

B.2.2.2. Submission of incident management documentation to ODM or PCG

If an MCOP fails to provide the requested information to ODM or PCG, in accordance with the defined ODM "MyCare Ohio Incident Escalation Procedure," ODM may assess a nonrefundable financial sanction of \$1,000 per incident record, per day until the requested information is provided.

B.2.2.3 Extension requests

With the exception of incident management documentation, if an MCOP is unable to meet a program deadline or data/documentation submission deadline, the MCOP must submit a written request to its Contract Administrator for an extension of the deadline, as soon as possible, but no later than 3 PM, EST, on the date of the deadline in question. Requests for extensions should only be submitted where unforeseeable circumstances have made it impossible for the MCOP to meet a deadline stipulated by ODM and will not be approved for incident management documentation. All such requests will be evaluated upon this standard. ODM may assess a compliance action against an entity, unless written approval for an extension of the deadline has been granted.

B.2.3. Non-compliance with Claims Adjudication Requirements

If ODM finds that an MCOP is unable to (1) electronically accept and adjudicate claims to final status, or (2) notify providers of the status of their submitted claims, ODM may assess the MCOP with a financial sanction of \$20,000 per day for the period of non-compliance. Additionally, the MCOP may be assessed 5 points per incident of non-compliance.

B.2.4 Non-compliance with Financial Performance Measures and/or the Submission of Financial Statements

If the MCOP fails to meet any financial performance measure set forth in Sections 2.13 or 4.2.6 of the Three-Way or fails to submit to the Ohio Department of Insurance (ODI) financial statements by the due date set by ODI, then ODM may impose upon the MCOP a CAP, or a freeze on the enrollment of new members, or both. The MCOP shall submit financial statements to ODM by ODI's originally specified due date unless ODM grants an extension to the MCOP in writing.

B.2.5 Non-compliance with Reinsurance Requirements

If ODM determines that (1) an MCOP has failed to maintain reinsurance coverage as set forth in 2.13.4. of the Three-Way, (2) an MCOP's deductible exceeds \$100,000 without approval from ODM, or (3) an MCOP's reinsurance for non-transplant services covers less than 80% of inpatient costs in excess of the deductible incurred by one member for one year without approval from ODM, then ODM may require the MCOP to pay a financial sanction to ODM. The amount of the sanction will be the lesser of (1) 10% of the difference between the estimated amount of what the MCOP would have paid in premiums for the reinsurance policy if it had been in compliance and what the MCOP actually paid while it was out of compliance or (2) \$50,000.

If ODM determines that an MCOP's reinsurance for transplant services covers less than 50% of inpatient costs incurred by one member for one year, ODM may subject the MCOP to a CAP.

B.2.6 Non-compliance with Prompt Payment

ODM may impose progressive sanctions on an MCOP that does not comply with the prompt pay requirements as specified in 42 CFR 447.46 and Section 5.1.9 of the Three-Way Contract. For claims received January 1, 2017 through June 30, 2017, sanctions will be based on the Three-Way Contract and the ODM MyCare Ohio Provider Agreement in effect on January 1, 2017.

For claims received July 1, 2017 going forward:

- The first instance of non-compliance during a rolling 12-month period for each claim type listed in Section 5.1.9 of the Three-Way Contract: ODM may assess a refundable financial sanction equal to .04% of the amount calculated in accordance with section B.3.2. of this appendix. The refundable financial sanction amount will be returned to the MCOP if ODM determines the MCOP is in full compliance with the prompt pay standards within the five consecutive reporting periods following the report period for which the refundable financial sanction was issued.

- The second instance of non-compliance during a rolling 12-month period for each claim type listed in Section 5.1.9 of the Three-Way Contract: ODM may assess a nonrefundable financial sanction equal to .08% of the amount calculated in accordance with section B.3.2. of this appendix.
- Subsequent violations during a rolling 12-month period may result in an enrollment freeze of not less than three months duration or until the MCP has come back into compliance.

B.2.7. Non-compliance with Clinical Laboratory Improvement Amendments (CLIA)

If an MCOP fails to comply with CLIA requirements as specified by ODM, then ODM may impose a nonrefundable financial sanction in the amount of a \$1,000 for each documented violation.

B.2.8. Non-compliance with Abortion and Sterilization Hysterectomy Requirements

If an MCOP fails to comply with abortion and sterilization requirements as specified by ODM, then ODM may impose a nonrefundable financial sanction in the amount of \$2,000 for each documented violation. Additionally, MCOPs must take all appropriate action to correct each violation documented by ODM.

B.2.9. Refusal to Comply with Program Requirements

If ODM has instructed an MCOP that it must comply with a specific program requirement and the MCOP refuses, such refusal constitutes documentation that the MCOP is no longer operating in the best interests of the MCOP's members or the state of Ohio, and ODM may move to terminate or non-renew the MCOP's provider agreement.

B.2.10. Data Reporting Requirements and Data Quality Measures

ODM reserves the right to withhold an assessment of non-compliance under section B.2.10. due to unforeseeable circumstances.

B.2.10.1 Data Reporting Requirements

B.2.10.1.1. Annual Submission of MCOP Self-Reported, Audited HEDIS Data Performance is monitored annually. If an MCOP fails to submit its self-reported, audited HEDIS data as specified by ODM, the MCOP will be considered non-compliant with the standards for all of the self-reported, audited HEDIS performance measures in *MyCare Ohio Quality Performance Measures, Standards and Measurement Periods* referenced in Appendix M of the Provider Agreement for the corresponding contract period. In addition, the MCOP will be disqualified from receiving all or a portion of the quality withholds as specified in the Three-Way and in Appendix O of the Provider Agreement for the corresponding contract period.

B.2.10.1.2 Annual Submission of Final HEDIS Audit Report (FAR)

Performance is monitored annually. If an MCOP fails to submit its FAR as specified by ODM, the MCOP will be considered non-compliant with the standards for all of the self-reported, audited HEDIS performance measures in *MyCare Ohio Quality Performance Measures, Standards and Measurement Periods* referenced in Appendix M of the

Provider Agreement for the corresponding contract period. In addition, the MCOP will be disqualified from receiving all or a portion of the quality withholds as specified in the Three-Way and in Appendix O of the Provider Agreement for the corresponding contract period.

ODM will review each MCOP's FAR in order to determine if any data collection or reporting issues were identified. In addition, ODM will evaluate any issues that resulted in the assignment of an audit result of "Not Report" (i.e., NR) for any measure. An MCOP may be required to submit to ODM requested documentation to account for an NR audit designation. Based on its review of an MCOP's FAR and any NR audit designations assigned, ODM may impose corrective action (such as requiring the MCOP to implement a corrective action plan to resolve data collection and/or reporting issues).

B.2.10.1.3. Data Certification Requirements for HEDIS IDSS Data and HEDIS Audit Report Performance is monitored annually. If an MCOP fails to submit a required data certification letter to ODM within the required time frame, CMS or ODM may impose a nonrefundable financial sanction of \$100 per day, unless the MCOP requests and is granted an extension by ODM.

B.2.10.1.4. Annual Submission of MCOP Health Outcomes Survey (HOS) Results Performance is monitored annually beginning with the 2016 HOS survey. If an MCOP fails to submit its HOS data as specified by ODM, the MCOP will be considered non-compliant with the standards for all of the HOS performance measures in *MyCare Ohio Quality Performance Measures, Standards and Measurement Periods* referenced in Appendix M of the Provider Agreement for the corresponding contract period. In addition, the MCOP will be disqualified from receiving all or a portion of the quality withholds as specified in the Three-Way and in Appendix O of the Provider Agreement for the corresponding contract period.

B.2.10.1.5. Complete and Accurate Submission of Nursing Facility 100-Day Threshold and Discharge Data

The nursing facility admission and discharge data set may be subject to an audit or review for completeness and accuracy by ODM, or a vendor contracted by ODM. Any overpayments made by ODM to the MCOP as a result of inaccurate or incomplete nursing facility 100-day threshold or discharge data submitted by the MCOP will result in ODM recouping the overpayment(s).

B.2.10.2. Data Quality Measures

The MCOP must submit to ODM, by the specified deadline and according to specifications set by ODM, all required data files and requested documentation needed to calculate each measure listed below. If an MCOP fails to comply with this requirement for any measure listed below, the MCOP will be considered noncompliant with the standard(s) for that measure. Data quality report periods, measures, standards and requirements are specified in Appendix L of the Provider Agreement and *ODM Measures for the MyCare Ohio Encounter Data Quality Measures*.

Sanctions for non-compliance are assessed for each MCOP as described for each measure.

B.2.10.2.1 Encounter Data Volume

Performance is monitored once every quarter for the entire measurement period for each of the following populations and service combinations: 1) Medicaid services for all MyCare Ohio members; and 2) Medicare services for dual benefit members. Sanctions for non-compliance will be assessed separately, by population and service combination. If the standard is not met for every Medicaid and Medicare service category in all quarters of the measurement period, the MCOP will be determined to be noncompliant for the measurement period.

ODM may issue a CAP for all instances of non-compliance with this measure that are NOT consecutive. ODM may issue a series of progressive sanctions for consecutive instances of non-compliance. The first time an MCOP is determined to be noncompliant with the standard for this measure, ODM may issue a CAP. If an MCOP is determined to be noncompliant with the standard in a second, consecutive quarter, ODM may impose a financial sanction of two percent of the amount calculated in accordance with section B.3.2. of this appendix. If an MCOP is determined to be noncompliant with the standard in a third, consecutive quarter, ODM may impose a new member enrollment freeze.

A financial sanction issued under this section will be returned to the MCOP if ODM determines the MCOP is in full compliance with this program requirement within the five consecutive report periods following the report period for which the financial sanction was issued. A new member enrollment freeze issued under this section will be lifted after ODM determines the MCOP is in full compliance with this program requirement.

B.2.10.2.2. Rejected Encounters

Performance is monitored once every quarter for Measure 1 and once every month for Measure 2 in Appendix L of the Provider Agreement. Compliance determination with the standard applies only to the measurement period under consideration and does not include performance in previous measurement periods. Files in the ODM-specified medium per format that are totally rejected will not be considered in the determination of non-compliance. If the standard is not met for every file type, the MCOP will be determined to be noncompliant for the measurement period.

ODM may issue a CAP for all instances of non-compliance with this measure that are NOT consecutive. ODM may issue a series of progressive sanctions for consecutive instances of non-compliance. The first time an MCOP is determined to be noncompliant with the standard for this measure, ODM may issue a CAP. If an MCOP is determined to be noncompliant with the standard in a second, consecutive measurement period, ODM may impose a financial sanction of two percent of the amount calculated in accordance with section B.3.2. of this appendix. If an MCOP is determined to be noncompliant with the standard in a third, consecutive measurement period, ODM may impose a new member enrollment freeze. Special consideration may be made for MCOPs with less than 1,000 members.

A financial sanction issued under this section will be returned to the MCOP if ODM determines the MCOP is in full compliance with this program requirement within the five consecutive report periods following the report period for which the financial sanction was issued. A new member enrollment freeze issued under this section will be lifted after ODM determines the MCOP is in full compliance with this program requirement.

B.2.10.2.3. Acceptance Rate

Performance is monitored once every month. Compliance determination with the standard applies only to the month under consideration and does not include performance in previous months. If the standard is not met for every file type, the MCOP will be determined to be noncompliant for the measurement period.

ODM may issue a CAP for all instances of non-compliance with this measure that are NOT consecutive. ODM may issue a series of progressive sanctions for consecutive instances of non-compliance. The first time an MCOP is determined to be noncompliant with the standard for this measure, ODM may issue a CAP. If an MCOP is determined to be noncompliant with the standard in a second, consecutive measurement period, ODM may impose a financial sanction of two percent of the amount calculated in accordance with section B.3.2. of this appendix. If an MCOP is determined to be noncompliant with the standard in a third, consecutive measurement period, ODM may impose a new member enrollment freeze. Special consideration may be made for MCOPs with less than 1,000 members.

A financial sanction issued under this section will be returned to the MCOP if ODM determines the MCOP is in full compliance with this program requirement within the five consecutive report periods following the report period for which the financial sanction was issued. A new member enrollment freeze issued under this section will be lifted after ODM determines the MCOP is in full compliance with this program requirement.

B.2.10.2.4. Encounter Data Accuracy Measure

The first time an MCOP is determined to be noncompliant with the standard for either level 1 or level 2 for this measure, the MCOP must implement a CAP which identifies interventions and a timeline for resolving data quality issues related to payments. Additional reports to ODM addressing targeted areas of deficiencies and progress implementing data quality improvement activities may be required. Upon all subsequent measurements of performance, if an MCOP is again determined to be noncompliant with the standard for either level 1 or level 2 for this measure, ODM may impose a financial sanction of one percent of the amount calculated in accordance with section B.3.2. of this appendix.

A financial sanction issued under this section will be returned to the MCOP if ODM determines the MCOP is in full compliance with this program requirement within the five consecutive report periods following the report period for which the financial sanction was issued.

B.2.10.2.5. Incomplete Rendering Provider Data

Performance is monitored once every quarter for all measurement periods. If the standard is not met in all quarters of the measurement period, the MCOP may be determined to be noncompliant for the measurement period.

ODM may issue a CAP for all instances of non-compliance with this measure that are NOT consecutive. ODM may issue a series of progressive sanctions for consecutive instances of non-compliance. The first time an MCOP is determined to be noncompliant with the standard for this measure, ODM may issue a CAP. If an MCOP is determined to be noncompliant with the standard in a second, consecutive quarter, ODM may impose a financial sanction of two percent of the amount calculated in accordance with section B.3.2. of this appendix. If an MCOP is determined to be noncompliant with the standard in a third, consecutive quarter, ODM may impose a new member enrollment freeze.

A financial sanction issued under this section will be returned to the MCOP if ODM determines the MCOP is in full compliance with this program requirement within the five consecutive report periods following the report period for which the financial sanction was issued. A new member enrollment freeze issued under this section will be lifted after ODM determines the MCOP is in full compliance with this program requirement.

B.2.10.2.6. NPI Provider Number Usage without Medicaid/Reporting Provider Numbers

Performance is monitored once every quarter for all measurement periods. If the standard is not met in all quarters of the measurement period, the MCOP may be determined to be noncompliant for the measurement period.

ODM may issue a CAP for all instances of non-compliance with this measure that are NOT consecutive. ODM may issue a series of progressive sanctions for consecutive instances of non-compliance. The first time an MCOP is determined to be noncompliant with the standard for this measure, ODM may issue a CAP. If an MCOP is determined to be noncompliant with the standard in a second, consecutive quarter, ODM may impose a financial sanction of two percent of the amount calculated in accordance with section B.3.2. of this appendix. If an MCOP is determined to be noncompliant with the standard in a third, consecutive quarter, ODM may impose a new member enrollment freeze.

A financial sanction issued under this section will be returned to the MCOP if ODM determines the MCOP is in full compliance with this program requirement within the five consecutive report periods following the report period for which the financial sanction was issued. A new member enrollment freeze issued under this section will be lifted after ODM determines the MCOP is in full compliance with this program requirement.

B.2.10.2.7 Encounter Submissions per ODM's Methodology for MyCare Ohio Encounter Data Quality Measures document. is monitored once every month. If the standard is not met for the measurement period, the MCOP will be noncompliant for the measurement period.

ODM will issue a series of progressive sanctions for all instances of non-compliance. The first time an MCOP is determined to be noncompliant with the standard for this measure, ODM may impose a financial sanction of one percent of the amount calculated

in accordance with section B.3.2. of this appendix. If an MCOP is determined to be noncompliant with the standard in any subsequent month, consecutive or non-consecutive, ODM will impose a financial sanction of two percent of the amount calculated in accordance with section B.3.2. of this appendix.

A financial sanction issued under this section will be returned to the MCOP if ODM determines the MCOP is in full compliance with this program requirement within the five consecutive report periods following the report period for which the financial sanction was issued.

B.2.10.2.8. Timeliness of Encounter Data Submission

Performance is monitored once every month. If the standard is not met for the measurement period, the MCOP will be noncompliant for the measurement period.

Effective SFY 2016 (July 2015), ODM will issue a series of progressive sanctions for all instances of non-compliance. The first time an MCOP is determined to be noncompliant with the standard for this measure, ODM may impose a financial sanction of one percent of the amount calculated in accordance with section B.3.2. of this appendix. If an MCOP is determined to be noncompliant with the standard in any subsequent month, consecutive or non-consecutive, ODM will impose a financial sanction of two percent of the amount calculated in accordance with section B.3.2. of this appendix.

A financial sanction issued under this section will be returned to the MCOP if ODM determines the MCOP is in full compliance with this program requirement within the five consecutive report periods following the report period for which the financial sanction was issued.

B.2.11. Quality Measures

The MCOP must submit to ODM, by the specified deadline and according to ODM specifications, all required data files and requested documentation needed to assess the quality measures specified any quality measure listed in Appendix M of the Provider Agreement, the MCOP will be considered noncompliant with the standard(s) for that measure.

ODM reserves the right to withhold an assessment of non-compliance under this section due to unforeseeable circumstances.

For each measure and population (i.e., dual benefit members and Medicaid-only members) as specified in *MyCare Ohio Quality Performance Measures, Standards and Measurement Periods* as referenced in Appendix M of the Provider Agreement, one rate is calculated. Each rate per specified population has an associated Minimum Performance Standard. When an MCOP fails to meet a Minimum Performance Standard listed in *MyCare Ohio Quality Performance Measures, Standards and Measurement Periods* as referenced in Appendix M of the Provider Agreement, for a measure and specified population for which non-compliance sanctions are applicable, the MCOP will be

assessed a sanction for non-compliance with the standard. ODM has established uniform non-compliance sanctions for these standards.

A series of progressive sanctions may be issued for consecutive instances of non-compliance with the standard established for a given rate and population. For example, two rates, corresponding to the dual benefit member population and Medicaid-only member population, are calculated for the *Long-Term Care Overall Balance* measure. An MCOP failing to meet the standard established for the dual benefit member population rate in three consecutive measurement periods would be subject to progressive sanctions. However, an MCOP failing to meet the standard established for the dual benefit member population rate in one measurement period and the Medicaid-only member population in the next would not be subject to progressive sanctions, as these only apply to the standard established for the same rate and population.

For the standard established for each rate and specified population listed in *MyCare Ohio Quality Performance Measures, Standards and Measurement Periods* as referenced in Appendix M of the Provider Agreement, for measures for which non-compliance sanctions are applicable, an MCOP may be assessed sanctions for instances of non-compliance as follows:

- The first instance, or subsequent but nonconsecutive instance, of non-compliance: ODM may impose a financial sanction in the amount of one quarter of one percent of the MCOP's average monthly net premium for the twelve months prior to the month in which the compliance action is issued to the MCOP. If the MCOP is determined to be in full compliance with this program requirement within the following five consecutive report periods, the financial sanction will be returned.
- The second consecutive instance of non-compliance: ODM may impose a financial sanction in the amount of one quarter of one percent of the MCOP's average monthly net premium for the twelve months prior to the month in which the compliance action is issued to the MCOP. This financial sanction non-refundable.
- The third consecutive, and any additional consecutive, instance of non-compliance: ODM may impose a financial sanction in the amount of one half of one percent of the MCOP's average monthly net premium for the twelve months prior to the month in which the compliance action is issued to the MCOP. The financial sanction is nonrefundable.
- In addition, if ODM determines that an MCOP is noncompliant with greater than 50% of the applicable quality standards listed in *MyCare Ohio Quality Performance Measures, Standards and Measurement Periods* referenced in Appendix M of the Provider Agreement, for which non-compliance sanctions are applicable, for two consecutive contract years, ODM may terminate the MCOP's Provider Agreement.

B.2.12. Quality Care

ODM reserves the right to withhold an assessment of non-compliance under this section due to unforeseeable circumstances.

B.2.12.1. Administrative Compliance Assessment

Compliance with administrative standards is performed by the external quality review organization, as specified by ODM. For each documented instance of non-compliance with an administrative standard, the MCOP may be required to submit a CAP as specified by ODM to remedy the identified deficiency.

B.2.12.2. Care Management Data Submission

The MCOP must submit to ODM all required care management data as specified in ODM's *MyCare Ohio Care Management Data Submission Specifications*. If an MCOP fails to comply with the timely submission requirement, then ODM may impose a nonrefundable financial sanction of \$100 per day, unless the MCOP requests and is granted an extension by ODM.

B.2.12.3. Care Management Data Certification Requirements

If an MCOP fails to submit a required Care Management data certification letter to ODM within the required time frame, ODM may impose a nonrefundable financial sanction of \$100 per day, unless the MCOP requests and is granted an extension by ODM.

B.2.12.4. HCBS Waiver Operational Reporting Requirements

The MCOP must submit to ODM all required HCBS waiver operational reporting requirements as specified by ODM or CMS or both. If an MCOP fails to submit a required reporting to ODM within the required time frame, CMS or ODM may impose a nonrefundable financial sanction of \$100 per day, unless the MCOP requests and is granted an extension by ODM.

B.2.12.5 Care Management Reviews

ODM may assess sanctions for non-compliance with the care management review performance standards specified in Appendix K.1.h. For each measurement period that an MCOP is determined to be noncompliant, ODM may impose a nonrefundable financial sanction of one quarter of one percent of the amount calculated in accordance with section II.B.3.2. of this appendix.

B.2.12.7. Member Safeguards

In addition to points that may be assessed pursuant to B.1.2.2, ODM may assess a non-refundable financial sanction of \$50,000 (per case) for any instance of noncompliance that places a member at risk for a negative health outcome or jeopardizes the health, safety and welfare of the member. This financial sanction may be imposed for any instance where plan action or inaction has been discovered by or brought to ODM's attention and in accordance with ODM's Health, Safety, Welfare Improvement Process for Medicaid Managed Care Consumers, ODM has determined, the MCOP to be noncompliant with a specific program requirement, contractual requirement, rule and/or regulation.

B.2.12.8. Maintenance of National Committee for Quality Assurance Health Plan Accreditation

For the standard established in Section 2.2.4 of the Three-Way, ODM may assess the following sanctions for non-compliance:

If the MCOP receives a Provisional accreditation status, the MCOP will be required to complete a resurvey within 12 months of the accreditation decision. If the resurvey results in a Provisional or Denied status, ODM will consider this a material breach of the provider agreement and may terminate the provider agreement with the MCOP.

If the MCOP receives a Denied accreditation status, then ODM will consider this a material breach of the provider agreement and may terminate the provider agreement with the MCOP.

B.2.13. Non-compliance with Provision of Transportation Services

If the MCOP fails to comply with the transportation requirements specified in Appendix C of this Agreement, or if an MCOP fails to transport a member to a pre-scheduled appointment on time, which results in a missed appointment, when providing Medicaid-covered transportation services and when members must travel more than 30 miles to receive services, ODM may impose a nonrefundable financial sanction in the amount of \$1,000 for each violation. ODM may assess additional sanctions (e.g., CAPs, points, financial sanctions) as provided for in section II of this appendix for any violation of the Medicaid-covered transportation services and applicable requirements.

B.3. Financial sanctions

Refundable or nonrefundable financial sanctions may be assessed separately or in combination with other sanctions/remedial actions. The total financial sanctions assessed in any one month will not exceed 15% of one month's payments from ODM to the MCOP. Unless otherwise stated, all financial sanctions are nonrefundable.

B.3.1. Refundable and nonrefundable financial sanctions/assurances must be paid by the MCOP to ODM within thirty calendar days of receipt of the invoice by the MCOP, or as otherwise directed by ODM in writing. In addition, per ORC Section 131.02, payments owed to the State not received within forty-five calendar days will be certified to the Attorney General's (AG's) office. The AG's Office will assess the appropriate collection fee for MCOP payments certified to the AG's Office.

B.3.2. For financial sanctions calculated in accordance with this section, ODM will use the MCOP's average monthly net premium for the twelve months prior to the month in which the compliance action is issued to the MCOP.

B.3.3. Unless otherwise specified, any monies collected through the imposition of a refundable financial sanction will be returned to the MCOP (minus any applicable collection fees owed to the AG's Office if the MCOP has been delinquent in submitting payment) after it has demonstrated full compliance with the particular program requirement, as determined by ODM.

B.3.4. An MCOP is required to submit a written request for refund to ODM at the time it believes is appropriate before a refund of monies will be considered.

B.3.5. Refundable financial sanctions issued under sections B.2.10., B.2.11., and B.2.12. of this appendix will be returned to the MCOP in the event ODM replaces or eliminates the sanction's applicable measure(s) from the Provider Agreement for the measurement period immediately following the measurement period for which the sanction was assessed.

B.4. New Enrollment Freezes

Notwithstanding any other sanction or point assessment that ODM may impose on the MCOP under this Provider Agreement, ODM may prohibit an MCOP from receiving new enrollment through consumer initiated selection or the assignment process if any of the following occur: (1) the MCOP has accumulated a total of 51 or more points during a rolling 12-month period; (2) the MCOP has failed to fully implement a plan of correction within the designated time frame; (3) circumstances exist that potentially jeopardize the MCOP's members' access to care, as solely determined by ODM; or (4) the MCOP is found to have a pattern of repeated or ongoing non-compliance, as solely determined by ODM. Examples of circumstances that ODM may consider as jeopardizing member access to care include, but are not limited to, the following:

- The MCOP has been found by ODM to be noncompliant with the prompt payment or the non-contracting provider payment requirements;
- The MCOP has been found by ODM to be noncompliant with the provider panel requirements specified in Appendix H of the Provider Agreement;
- The MCOP has refused to comply with a program requirement after ODM has directed the MCOP to comply with the specific program requirement;
- The MCOP has received notice of proposed or implemented adverse action by the ODI; or
- The MCOP has failed to provide adequate provider or administrative capacity.

Payments provided for under the Provider Agreement will be denied for new enrollees, when and for so long as, payments for those enrollees are denied by CMS in accordance with the requirements in 42 CFR 438.726.

B.4.1. New Member Enrollment freezes issued under section B.2.10 of this appendix may be lifted in the event ODM replaces or eliminates the sanction's applicable measure(s) from the Provider Agreement for the measurement period immediately following the measurement period for which the sanction was assessed.

B.4.2. Unless otherwise specified, new enrollment freezes issued under this appendix may be lifted after the MCOP is determined to be in full compliance with the applicable program requirement, and the violations or deficiencies are resolved to the satisfaction of ODM.

B.5. Reduction of Assignments

ODM has discretion over how member auto-assignments are made. ODM may reduce the number of assignments an MCOP receives to ensure program stability within a region, or upon a determination that the MCOP lacks sufficient capacity to meet the needs of the increased enrollment volume. ODM may determine that an MCOP has demonstrated a lack of sufficient capacity under circumstances that include, but are not limited to the following:

- The MCOP has failed to maintain an adequate provider network;
- The MCOP has failed to provide new member materials by the member's effective date;
- The MCOP has failed to meet the minimum call center requirements;
- The MCOP has failed to meet the minimum performance standards for members with special health care needs; or
- The MCOP has failed to provide complete and accurate data files regarding appeals or grievances, or its care management program.

B.6. Death or Injury to Member

ODM may immediately terminate or suspend this Agreement if an MCOP's failure to perform, or properly perform, any of the requirements in this Agreement results in the death of or serious injury to, an MCOP's member, as determined by ODM.

III. Request for Reconsiderations.

Unless otherwise specified below, an MCOP may seek reconsideration of any sanction or remedial action imposed by ODM including CAPs (when a CAP is required for the first violation in a series of progressive compliance actions), points, financial sanctions, and member enrollment freezes.

MCOPs may not seek reconsideration of:

- An action by ODM that results in changes to the auto-assignment of members.
- The imposition of directed CAPs as defined in II of this appendix.

The MCOP must submit a request for reconsideration on the form required by ODM, in accordance with the following procedure:

A. An MCOP must submit a request for reconsideration either by email to the designated Contract Administrator (CA), or by overnight mail to ODM's Office of Managed Care (OMC). The request for reconsideration must be received by ODM no later than the tenth business day after the date that the MCOP receives notice of the imposition of the remedial action by ODM. If ODM imposes an enrollment freeze based on access to care concerns, the enrollment freeze will be imposed concurrent with initiating notification to the MCOP.

B. A request for reconsideration must explain in detail why the specified sanction should not be imposed. At a minimum, the reconsideration must include: the proposed action being contested; the basis for requesting reconsideration; and any supporting documentation. In

considering an MCOP's request for reconsideration, ODM will review only the written material submitted by the MCOP.

C. ODM will take reasonable steps to make a final decision, or request additional information, within ten business days after receiving the request for reconsideration. If ODM requires additional time, the MCOP will be notified in writing.

D. If ODM approves a reconsideration request, in whole, the associated sanctions or remedial actions will be rescinded. The MCOP will not be required to submit a CAP.

E. If ODM approves, in part, the MCOP's reconsideration request, the sanction, remedial action and/or the points associated with the incident may be rescinded or reduced, at the discretion of ODM. The MCOP may still be required to submit a CAP if ODM, in its discretion, believes that a CAP is still warranted under the circumstances.

F. If ODM denies the MCOP's reconsideration request, any CAP, sanction, remedial action, and/or points outlined in the original notice of non-compliance will be assessed.

APPENDIX O

QUALITY WITHHOLDS

Dual Benefit Members Quality Withhold Policies and Measures.

Section 4 of the Three-Way Contract between the MCOP, CMS and ODM (the Three-Way) specifies the quality withhold policies and measures for the dual benefit members (opt-in population). For the dual benefit members (opt-in population), the quality withhold methodology is specified in *CMS' Medicare-Medicaid Capitated Financial Alignment Model Quality Withhold Technical Notes (DY 1)* for Demonstration Year 1.

Medicaid-Only Quality Withhold Policies and Measures.

ODM will withhold a percentage of the MCOP's Medicaid-only (opt-out population) capitation rate. The withheld amounts will be repaid subject to the MCOP's performance consistent with established quality thresholds. ODM will evaluate the MCOP's performance according to the specified metrics required in order to determine whether the MCOP will earn back the quality withhold for a given year. Table 1 below identifies the withhold measure and standards for the Medicaid-only members (opt-out population) for Demonstration Year 1. This measure will be for a one percent (1%) withhold. Because Demonstration Year 1 crosses calendar and contract years, the MCOP will be evaluated to determine whether it has met required withhold requirements at the end of both Calendar Year (CY) 2014 and CY 2015.

For Demonstration Years 2 and 3, the MCOP will be evaluated to determine whether it has met withhold requirements at the end of CY 2016 and CY 2017, respectively. Consistent with such evaluations, the withheld amounts will be repaid separately for each calendar year. The quality withhold will increase to two percent (2%) in Demonstration Year 2 and three percent (3%) in Demonstration Year 3. Table 2 below identifies the withhold measures and standards for the Medicaid-only members (opt-out population) for Demonstration Years 2 and 3. The measures are equally weighted. For each determination (i.e., DY2 and DY3), ODM will award 50% of the withheld amount to the MCOP for each minimum performance standard the MCOP meets.

Table 1. Quality Withhold Measures and Standards for Demonstration Year 1 for Medicaid-Only Members – Contract Period/Measurement Year

		Demonstration Year 1	
		SFY 2015/CY 2014 Min Perf Standard	SFY 2016/ CY 2015 Min Perf Standard
Nursing Facility Diversion Measure	State-defined measure	5% decrease from CY 2013 (baseline year)	5% decrease from CY 2013 (baseline year)

Table 2. Quality Withhold Measures and Standards for Demonstration Years 2 and 3 for Medicaid-Only Members – Contract Period/Measurement Year

		Demonstration Year 2	Demonstration Year 3
Measure	Source	SFY 2017/ CY 2016 Min Perf Standard	SFY 2018/ CY 2017 Min Perf Standard
Nursing Facility Diversion Measure	State-defined measure	TBD	TBD
Long Term Care Overall Balance Measure	State-defined measure		

APPENDIX P

TERMINATION/NONRENEWAL

1 . Plan-Initiated Terminations/Nonrenewal.

If a MyCare Ohio Plan (MCOP) provides notice of the termination/nonrenewal of this Provider Agreement to ODM, pursuant to Article VIII of this MCOP Provider Agreement (Agreement) or Section 5.5 of the Three-Way Contract (Three-Way) between United States Department of Health and Human Services Centers for Medicare and Medicaid Services, ODM and the MCOP, the MCOP will be required to comply with the following:

a. Fulfill Existing Duties and Obligations.

The MCOP agrees to fulfill all duties and obligations as required under Chapter 5160-58 of the Ohio Administrative Code (OAC) and any agreements related to the provision of services for the Medicaid population during periods of time when the MCOP was under contract with ODM. Such duties and obligations include, but are not limited to, the submission by the MCOP of any previously reported appeals and grievances data which were unresolved for the Medicaid population after the termination/nonrenewal date, resolution of provider and consumer complaints for the Medicaid population served by the MCOP for the MCOP provider agreement time periods, and provision of data to support audits related to the Medicaid population served by the MCOP for the MCOP's provider agreement time periods.

b. Refundable Monetary Assurance.

The MCOP will be required to submit a refundable monetary assurance. This monetary assurance will be held by ODM until such time that the MCOP has submitted all outstanding monies owed, data files, and reports, including, but not limited to, grievance, appeal, encounter and cost report data related to time periods through the final date of service under the MCOP's provider agreement. The monetary assurance must be in an amount of either \$50,000 or 5% of the capitation amount paid by ODM in the month the termination/nonrenewal notice is issued, whichever is greater.

The MCOP must remit the monetary assurance in the specified amounts via separate electronic fund transfers (EFT) payable to *Treasurer of State, State of Ohio (ODM)*. The MCOP must contact its Contract Administrator to verify the correct amounts required for the monetary assurance and obtain an invoice number prior to submitting the monetary assurance. Information from the invoices must be included with each EFT to ensure monies are deposited in the appropriate ODM Fund account. In addition, the MCOP must send copies of the EFT bank confirmations and copies of the invoices to their Contract Administrator.

If the monetary assurance is not received as specified above, ODM may withhold the MCOP's next month's capitation payment until such time that ODM receives

documentation that the monetary assurance has been received by the Treasurer of State. If within one year of the date of issuance of the invoice, an MCOP does not submit all outstanding monies owed and required submissions, including, but not limited to, grievance, appeal, encounter and cost report data related to time periods through the final date of service under the MCOP's provider agreement, the monetary assurance will not be refunded to the MCOP.

c. **Withhold Amount-**

Any withhold amount in the managed care program performance payment fund will be retained by ODM.

d. **Final Accounting of Amounts Outstanding.**

The MCOP must submit to ODM a final accounting list of any outstanding monies owed by ODM no later than six months after the termination/nonrenewal date. Failure by the MCOP to submit a list of outstanding items will be deemed a forfeiture of any additional compensation due to the MCOP. ODM payment will be limited to only those amounts properly owed by ODM.

e. **Financial sanctions.**

All previously collected refundable financial sanctions shall be retained by ODM.

f. **Data Files.**

In order to assist members with continuity of care, the terminating MCOP must create data files to be shared with each newly enrolling MCOP. The data files must be provided in a consistent format specified by ODM and may include information on the following: care management, prior authorizations, inpatient facility stays, PCP assignments, pregnant members, and any other information as specified by ODM. The timeline for providing these files will be at the discretion of ODM. The terminating MCOP will be responsible for ensuring the accuracy and data quality of the files.

g. **Notification.**

- i. **Provider Notification.** The MCOP must notify contracted providers at least 55 days prior to the effective date of termination. The provider notification must be approved by ODM prior to distribution.
- ii. **Member Notification.** Unless otherwise notified by ODM, the MCOP must notify its members regarding its provider agreement termination at least 45 days in advance of the effective date of termination. The member notification must be approved by ODM prior to distribution.
- iii. **Prior Authorization Re-Direction Notification.** The MCOP must create two notices to assist members and providers with prior authorization requests

received and/or approved during the last month of membership. The first notice is for prior authorization requests for services to be provided after the effective date of termination; this notice will direct members and providers to contact the enrolling MCOP. The second notice is for prior authorization requests for services to be provided before and after the effective date of termination. The MCOP must utilize ODM model language to create the notices and receive approval by ODM prior to distribution. The notices will be mailed to the provider and copied to the member for all requests received during the last month of MCOP membership.

2. ODM-Initiated Terminations For Cause.

- a. If ODM initiates the proposed termination, nonrenewal or amendment of this agreement pursuant to OAC rules 5160-58-01.1 and 5160-26-10 by issuing a proposed adjudication order pursuant to O.R.C. 5164.38, and the MCOP submits a valid appeal of that proposed action pursuant to O.R.C. Chapter 119, the MCOP's provider agreement will be extended through the issuance of an adjudication order in the MCOP's appeal under ORC Chapter 119.

During this time, the MCOP will continue to accrue points and be assessed penalties for each subsequent compliance assessment occurrence/violation under Appendix N of the provider agreement. If the MCOP exceeds 69 points, each subsequent point accrual will result in a \$15,000 nonrefundable financial sanction.

Pursuant to OAC rules 5160-58-01.1 and 5160-26-10, if ODM has proposed the termination, nonrenewal, denial or amendment of a provider agreement, ODM may notify the MCOP's members of this proposed action and inform the members of their right to immediately terminate their membership with that MCOP without cause. If ODM has proposed the termination, nonrenewal, denial or amendment of a provider agreement and access to medically-necessary covered services is jeopardized, ODM may propose to terminate the membership of all of the MCOP's members. The appeal process for reconsideration of the proposed termination of members is as follows:

- All notifications of such a proposed MCOP membership termination will be made by ODM via certified or overnight mail to the identified MCOP contact.
- An MCOP notified by ODM of such a proposed MCOP membership termination will have three working days from the date of receipt to request reconsideration.
- All reconsideration requests must be submitted by either facsimile transmission or overnight mail to the Director, Ohio Department of Medicaid, and received by 3PM Eastern Time on the third working day following receipt of the ODM notification of termination. The address and fax number to be used in making these requests will be specified in the ODM notification of termination document.
- The MCOP will be responsible for verifying timely receipt of all reconsideration requests. All requests must explain in detail why the proposed MCOP membership

termination is not justified. The MCOP's justification for reconsideration will be limited to a review of the written material submitted by the MCOP.

- A final decision or request for additional information will be made by the Director within three working days of receipt of the request for reconsideration. Should the Director require additional time in rendering the final reconsideration decision, the MCOP will be notified of such in writing.
- The proposed MCOP membership termination will not occur while an appeal is under review and pending the Director's decision. If the Director denies the appeal, the MCOP membership termination will proceed at the first possible effective date. The date may be retroactive if the ODM determines that it would be in the best interest of the members.

b. Fulfill Existing Duties and Obligations.

The MCOP agrees to fulfill all duties and obligations as required under OAC Chapter 5160-58 and any provider agreements related to the provision of services for the Medicaid population during periods of time when MCOP was under contract with ODM. Such duties and obligations include, but are not limited to, the submission by the MCOP of any previously reported appeals and grievances data which were unresolved for the Medicaid population after the termination/nonrenewal date, resolution of provider and consumer complaints for the Medicaid population served by the MCOP for the MCOP provider agreement time periods, and provision of data to support audits related to the Medicaid population served by the MCOP for the MCOP's provider agreement time periods.

c. Refundable Monetary Assurance.

The MCOP will be required to submit a refundable monetary assurance. This monetary assurance will be held by ODM until such time that the MCOP has submitted all outstanding monies owed, data files, and reports, including, but not limited to, grievance, appeal, encounter and cost report data related to time periods through the final date of service under the MCOP's provider agreement. The monetary assurance must be in an amount of either \$50,000 or 5% of the capitation amount paid by ODM in the month the termination/nonrenewal notice is issued, whichever is greater.

The MCOP must remit the monetary assurance in the specified amounts via separate electronic fund transfers (EFT) payable to *Treasurer of State, State of Ohio (ODM)*. The MCOP must contact its Contract Administrator to verify the correct amounts required for the monetary assurance and obtain an invoice number prior to submitting the monetary assurance. Information from the invoices must be included with each EFT to ensure monies are deposited in the appropriate ODM Fund account. In addition, the MCOP must send copies of the EFT bank confirmations and copies of the invoices to its Contract Administrator.

If the monetary assurance is not received as specified above, ODM will withhold the MCOP's next month's capitation payment until such time that ODM receives documentation that the monetary assurance has been received by the Treasurer of State. If within one year of the date of issuance of the invoice, the MCOP does not submit all outstanding monies owed and required submissions, including, but not limited to, grievance, appeal, encounter and cost report data related to time periods through the final date of service under the MCOP's provider agreement, the monetary assurance will not be refunded to the MCOP.

d. **Withhold Amount.**

Any withhold amount in the managed care program performance payment fund will be retained by ODM.

e. **Financial sanctions.**

All previously collected refundable financial sanctions shall be retained by ODM.

f. **Final Accounting of Amounts Outstanding.**

The MCOP must submit to ODM a final accounting list of any outstanding monies owed by ODM no later than six months after the termination/nonrenewal date. Failure by the MCOP to submit a list of outstanding items will be deemed a forfeiture of any additional compensation due to the MCOP. ODM payment will be limited to only those amounts properly owed by ODM.

g. **Data Files.**

In order to assist members with continuity of care, the terminating MCOP must create data files to be shared with each newly enrolling MCOP. The data files must be provided in a consistent format specified by ODM and may include information on the following: care management, prior authorizations, inpatient facility stays, PCP assignments, pregnant members and any other information as specified by ODM. The timeline for providing these files will be at the discretion of ODM. The terminating MCOP will be responsible for ensuring the accuracy and data quality of the files.

h. **Notification.**

- i. **Provider Notification.** The MCOP must notify contracted providers at least 55 days prior to the effective date of termination. The provider notification must be approved by ODM prior to distribution.
- ii. **Prior Authorization Re-Direction Notification.** The MCOP must create two notices to assist members and providers with prior authorization requests received and/or approved during the last month of membership. The first notice is for prior authorization requests for services to be provided after the effective date of termination; this notice will direct members and providers to

contact the enrolling MCOP. The second notice is for prior authorization requests for services to be provided before and after the effective date of termination. The MCOP must utilize ODM model language to create the notices and receive approval by ODM prior to distribution. The notices will be mailed to the provider and copied to the member for all requests received during the last month of MCOP membership.

3. Termination or Modification of this Provider Agreement Due to Lack of Funding.

Should this Agreement terminate or be modified due to a lack of available funding as set forth in the Baseline of this Agreement, the MCOP has no right to appeal the selection process under ORC Chapter 119 pursuant to ORC 5164.38 and will be required to comply with the following:

a. Fulfill Existing Duties and Obligations.

The MCOP agrees to fulfill all duties and obligations as required under OAC Chapter 5160-58 and any provider agreements related to the provision of services for the Medicaid populations during periods of time when the MCOP was under contract with ODM. Such duties and obligations include, but are not limited to, the submission by the MCOP of any previously reported appeals and grievances data which were unresolved for the Medicaid populations, resolution of provider and consumer complaints for the Medicaid population served by the MCOP for the MCOP provider agreement time periods, and provision of data to support audits related to the Medicaid populations served by the MCOP for the MCOP's provider agreement time periods.

b. Refundable Monetary Assurance.

The MCOP will be required to submit a refundable monetary assurance should the Provider Agreement terminate. This monetary assurance will be held by ODM until such time that the MCOP has submitted all outstanding monies owed, data files, and reports, including, but not limited to, grievance, appeal, encounter and cost report data related to time periods through the final date of service under the MCOP's provider agreement. The monetary assurance must be in an amount of either \$50,000 or 5% of the capitation amount paid by ODM in the month the termination notice is issued, whichever is greater.

The MCOP must remit the monetary assurance in the specified amounts via separate electronic fund transfers (EFT) payable to *Treasurer of State, State of Ohio (ODM)*. The MCOP must contact its Contract Administrator to verify the correct amounts required for the monetary assurance and obtain an invoice number prior to submitting the monetary assurance. Information from the invoices must be included with each EFT to ensure monies are deposited in the appropriate ODM Fund account. In addition, the MCOP must send copies of the EFT bank confirmations and copies of the invoices to its Contract Administrator.

If the monetary assurance is not received as specified above, ODM will withhold the MCOP's next month's capitation payment until such time that ODM receives

documentation that the monetary assurance has been received by the Treasurer of State. If within one year of the date of issuance of the invoice, an MCOP does not submit all outstanding monies owed and required submissions, including, but not limited to, grievance, appeal, financial sanctions or sanctions, encounter and cost report data related to time periods through the final date of service under the MCOP's provider agreement, the monetary assurance will not be refunded to the MCOP.

c. **Withhold Amount.**

Any withhold amount in the managed care program performance payment fund will be awarded by ODM in accordance with the pay-for-performance system set forth in Appendix O for the current provider agreement year.

d. **Financial sanctions.**

Previously collected refundable financial sanctions directly and solely related to the termination or modification of this Agreement shall be returned to the MCOP.

e. **Final Accounting of Amounts Outstanding.**

The MCOP must submit to ODM a final accounting list of any outstanding monies owed by ODM no later than six months after a termination/nonrenewal date of this Agreement. Failure by the MCOP to submit a list of outstanding items will be deemed a forfeiture of any additional compensation due to the MCOP. ODM payment will be limited to only those amounts properly owed by ODM.

f. **Data Files.**

In order to assist members with continuity of care, the MCOP must create data files if requested by ODM. The data files must be provided in a consistent format specified by ODM and may include information on the following: care management, prior authorizations, inpatient facility stays, PCP assignments, pregnant members and any other information as specified by ODM. The timeline for providing these files will be at the discretion of ODM. The MCOP will be responsible for ensuring the accuracy and data quality of the files.

g. **Provider Notification.**

The MCOP must notify contracted providers within 30 days of notice from ODM of the effective date of termination or modification of this Agreement. The provider notification must be approved by ODM prior to distribution.

APPENDIX Q

PAYMENT REFORM

On January 9, 2013, Governor John Kasich's Advisory Council on Health Care Payment Reform adopted the Catalyst for Payment Reform (CPR) principles as part of a comprehensive strategy to prioritize and coordinate multi-payer health care payment innovation activities in Ohio. The Ohio Department of Medicaid (ODM) is committed to reforming the health care delivery system by designing and implementing systems of payment that signal powerful expectations for improved health care delivery.

1. **Payment Innovation and Reform.** Improving the delivery of health care including its quality, efficiency, safety, patient-centeredness, coordination, and outcomes requires significant changes in existing payment structures and methodologies as well as the environment in which payments are made. The following principles have been adopted by Ohio Medicaid:
 - a. Payment reforms should promote health by rewarding the delivery of quality, cost effective and affordable care that is patient-centered and reduces disparities.
 - b. Health care payments should encourage and reward patient-centered care that coordinates services across the spectrum of providers and care setting while tailoring health care service to the individuals patient's needs.
 - c. Payment policies should encourage alignment between public and private sectors to promote improvement, innovations and meeting national health priorities, and to maximize the impact of payment decisions of one sector on the other.
 - d. Decisions about payment should be made through independent processes that are guided by what serves the patient and helps society as a whole, and payment decisions must balance the perspectives of consumers, purchasers, payers, physicians and other health care providers.
 - e. Payment policies should foster ways to reduce expenditure on administrative processes (e.g., claims payment and adjudications).
 - f. Reforms to payment should balance the need for urgency against the need to have realistic goals and timelines that take into account the need to change complex systems and geographic and other variations.
2. **ODM's Expectations.** ODM expects MCOPs to support and advance initiatives to develop a health care market where payment is increasingly designed to improve and reflect effectiveness and efficiency with which providers deliver care. In addition, ODM

supports the development of MCOP members that are engaged in managing their health, selecting their providers, and maintaining sensitivity to the cost and quality of services they seek. The MCOP must use its best efforts to ensure that these commitments and initiatives apply to the benefits offered and services delivered under this provider agreement. MCOPs shall achieve progress in the following areas:

- a. **Value-Oriented Payment.** The MCOP shall design and implement payment methodologies with its network providers that are designed either to cut waste or reflect value. For the purposes of this Provider Agreement, payments that cut waste are those that by their design reduce unnecessary payment and unnecessary care (e.g. elective cesarean deliveries). Value is defined as the level of the quality of care for the amount of money paid to the provider. Payments designed to reflect value are those that are tied to provider performance so that they may rise or fall in a predetermined fashion commensurate with different levels of performance assessed against standard measures.
 - b. **Market Competition and Consumerism.** The MCOP shall design contracting methodologies and payment options and administer the benefit package to members in a manner that enhances competition among providers and reduces unwarranted price and quality variation. To stimulate provider competition further, the MCOP shall establish programs to engage MCOP members to make informed choices and to select evidence-based, cost-effective care.
 - c. **Transparency.** The MCOP shall participate in ODM initiatives to design and implement member-accessible comparisons of provider information including quality, cost, and patient experience, among providers in the plan's network. The MCP shall contribute to the program design, provide data as specified by ODM, and publish results in accordance with standards established by the Department.
3. **Obligations of MCOPs.** MCOPs shall implement payment strategies that tie payment to value or reduce waste. Examples of strategies include the following:
- a. Pay providers differentially according to performance (and reinforce with benefit design);
 - b. Design approaches to payment that cut waste while not diminishing quality, including reducing unwarranted payment variation;
 - c. Design payments to encourage adherence to clinical guidelines. At a minimum, the MCOP must address policies to discourage elective deliveries before 39 weeks;
 - d. Develop payment strategies to reduce unwarranted price variation, such as reference or value pricing (e.g. analysis of price variation among network providers by procedure and service types, pilot value pricing programs, encouragement of

member value-based pricing information , center of excellence pricing, and rebalance payment between primary and specialty care).

4. **Reporting.** The MCOP must submit a quarterly progress report as specified by ODM that addresses progress towards meeting the obligations as outlined in II above.