

Choose an item.

## Medicaid Delegation Addendum

This Addendum supplements the Base Contract between Choose an item. and **Delegated entityName** effective **Date** and runs concurrently with the terms of the Base Contract. This Addendum is limited to the terms and conditions governing the provision of services to or on behalf of Choose an item. in the fulfillment of Choose an item.'s contractual responsibilities to the Ohio Department of Medicaid (ODM) in the provision of health care services to Medicaid members.

### **ADDENDUM DEFINITIONS**

<b>Agreement/ Base Contract</b>	The contract between the MCP and the delegated entity.
<b>Managed Care Plan (MCP)</b>	A Medicaid managed care plan that enters into a provider agreement with ODM to serve Medicaid consumers, which may include dually-eligible consumers who are enrolled in the MyCare Ohio Plans.
<b>Medicaid</b>	Medical assistance provided under a state plan approved under Title XIX of the Social Security Act.
<b>Member</b>	A Medicaid recipient enrolled under the care management system pursuant to ORC 5167.
<b>OAC</b>	Ohio Administrative Code.
<b>ODM</b>	Ohio Department of Medicaid.
<b>ORC</b>	Ohio Revised Code.

### **ADDENDUM PROVISIONS**

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

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

1. Attachment A describes the services to be provided by the delegated entity, including an implementation timetable, if applicable.
2. Delegated entity agrees to release to the MCP and ODM any information necessary for the MCP to perform any of its obligations under the ODM provider agreement, including, but not limited to, compliance with reporting and quality assurance requirements.
3. Delegated entity agrees to provide a report to the MCP, at least on a monthly basis, summarizing the status of the work in support of the program requirement, including a copy of any required reports or logs maintained by the delegated entity, the submission dates any required documentation sent to the MCP, and indicating any problems, concerns, or potential compliance issues that may exist, if the delegated entity is not providing direct health services for the MCP.

4. Delegated entity agrees that their applicable facilities and records will be open to inspection by the MCP, ODM or its designee, or other entities as specified in OAC rule 5160-26-06.
5. The terms of the Base Contract, relating to the beginning date and expiration date or automatic renewal clause, as well as applicable methods of extension, renegotiation and termination apply to this Addendum.
6. Notwithstanding Item 5 of this Addendum, the MCP must give the delegated entity at least sixty days prior notice for the nonrenewal or termination of the Base Contract except in cases where an adverse finding by a regulatory agency or health or safety risks dictate that the Base Contract be terminated sooner.
7. Notwithstanding item 5 of this addendum, the delegated entity may non-renew or terminate the Base Contract if one of the following occurs:
  - (A) The delegated entity gives the MCP at least fifty-five days prior notice for the nonrenewal or termination of the Base Contract the effective date of the nonrenewal or termination must be the last day of the month; or
  - (B) ODM proposed action in accordance with OAC Chapter 5160, including rule 5160-26-10 (G), regardless of whether the action is appealed. The delegated entity's nonrenewal or termination notice must be received by the MCP within fifteen working days prior to the end of the month in which the delegated entity is proposing nonrenewal or termination. If the notice is not received by this date, the delegated entity must extend the nonrenewal or termination date to the last day of the subsequent month.
8. Delegated entity agrees to provide services through the last day the Base Contract is in effect.
9. The procedures to be employed upon the ending, nonrenewal, or termination of this Base Contract, apply to this Addendum including the delegated entity's Base Contract to promptly supply any documentation necessary for the settlement of any outstanding claims.
10. Delegated entity agrees the Base Contract and Addendum are governed by, and are construed in accordance with all applicable laws, regulations, and contractual obligations of the MCP.
  - (A) ODM will notify the MCP and the MCP shall notify the delegated entity of any changes in applicable state or federal law, regulations, waiver, or contractual obligation of the MCP.
  - (B) This Base Contract and Addendum shall be automatically amended to conform to such changes without the necessity for written execution.
  - (C) The MCP shall notify the provider of all applicable contractual obligations.
11. Delegated entity shall not discriminate in the delivery of Medicaid services based on a member's race, color, religion, gender, genetic information, sexual orientation, age, disability, national

origin, military status, ancestry, health status or need for health services.

12. Delegated entity shall be bound by the same standards of confidentiality that apply to the ODM and the state of Ohio as described in OAC rule 5160:1-1-51.1 and 45 CFR Parts 160 and 164, including standards for unauthorized uses or disclosures of protected health information (PHI).
13. Delegated entity agrees to comply with the provisions for record keeping and auditing in accordance with OAC Chapter 5160-26.
14. Delegated entity agrees the MCP's payment constitutes payment in full for any covered services or for any other services performed by the delegated entity pursuant to the Base Contract and will not charge the member or ODM any copayment, cost sharing, down-payment, or similar charge, refundable or otherwise. This agreement does not prohibit Nursing Facilities (NFs) or waiver entities from collecting patient liability payments from members as specified in OAC rule 5160:1-3-24 or Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) from submitting claims for supplemental payments to ODM as specified in OAC rules 5160-28-07 and 5160-16-05.
15. Delegated entity agrees not to hold liable, both ODM and the member, in the event the MCP cannot or will not pay for covered services performed by the delegated entity pursuant to the Base Contract.
16. Delegated entity and all employees of delegated entity are duly registered, licensed or certified under applicable state and federal statutes and regulations to provide the services are the subject of the Base Contract and delegated entity and all employees of delegated entity are not excluded from participating in federally funded health care programs.
17. Delegated entity shall be compensated pursuant to the method and in the amounts specified in **Schedule, Exhibit, Appendix** of the **Agreement, Addendum, Amendment**. Name the document and section of the document that specifies compensation. (Example: Schedule IV, Appendix B of the Agreement)
18. Provider agrees to provide services to all eligible Medicaid consumer populations as specified in the Ohio Department of Medicaid Provider Agreement. Indicate one or both:  
 Medicaid non-dual populations       MyCare Ohio Medicare/Medicaid populations
19. Provider agrees to provide services to MyCare Ohio consumers within the designated service area.
20. Any amendment to the Attachment (and **Schedules, Exhibits, Appendices**) specified in items 1 and 17 of this Addendum must be agreed to in writing by both parties.
21. If delegated entity is a third party administrator (TPA), delegated entity agrees to include all elements of this Addendum in its subcontracts and ensures that its delegated entities forward information to ODM as requested.

22. Delegated entities providing direct services to members agree to identify and where indicated arrange pursuant to the mutually agreed upon policies and procedures between the MCP and delegated entity, for the following, at no cost to the member:
  - (A) Sign language services.
  - (B) Oral interpretation and oral translation services.
23. If the delegated entity was delegated decision-making authority which may determine the reduction, suspension, denial or termination of services and the delegated entity issues the state hearing notification to the member, the delegated entity must agree to copy the MCP on any notification to a member of the member's right to request a state hearing.
24. Delegated entity agrees to immediately forward any information regarding a member appeal or grievance, as defined in OAC 5160-26-08.4 or 5160-58-08.4, to the MCP for processing.
25. MCP agrees to provide the delegated entity with copies of all relevant information received from ODM.
26. Delegated entity agrees not to identify the addressee as a Medicaid consumer on the outside of the envelope when contacting members by mail.
27. Delegated entity in performance of the subcontract or in the hiring of any employees for the performances of service under the subcontract, shall not by reason of race, color, religion, gender, sexual orientation, age, disability, national origin, military status, health status genetic information or ancestry discriminate against any citizen of Ohio in the employment of a person qualified and available to perform the services to which the subcontract relates.
28. Delegated entity shall not in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of services under the subcontract on account of race, color, religion, gender, sexual orientation, age, disability, national origin, military status, health status, genetic information, or ancestry.
29. Delegated entity agrees to cooperate with the MCP's quality assessment and performance improvement (QAPI) program in all the MCP's subcontracts and employment agreements for physician and nonphysician providers.
30. The MCP shall disseminate written policies including detailed information about the False Claims Act and other provisions named in 42 U.S.C. Section 1396a(a)(68), any related State laws pertaining to civil or criminal penalties whistleblower protection under such laws, as well as, the MCP's policies and procedures for detecting and preventing fraud, waste, and abuse; and the delegated entity agrees to abide by the MCP's written policies regarding the False Claims Act and the detection and prevention of fraud, waste, and abuse.
31. Delegated entity must cooperate with the ODM external quality review, required by 42 C.F.R. 438.358, and on-site audits, as deemed necessary based on ODM's periodic analysis of financial, utilization, provider panel, and other information identified in OAC 5160, including rule 5160-

26-07.

- 32. Delegated entity must supply, upon request, the business transaction information required under 42 C.F.R. 455.105.
- 33. Delegated entity agrees that if the base contract with the MCP provides for assignment to another entity, no assignment, in whole or in part, shall take effect without sixty days prior to the MCP.

The Ohio Department of Medicaid permits changes to Attachment A by mutual written agreement of both parties and without renegotiation of the Base Contract or this Addendum.

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

# Attachment A: Services to be Provided

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

<input type="checkbox"/> 24-Hr Toll Free Hotline
<input type="checkbox"/> Benefit Management
<input type="checkbox"/> Care Coordination
<input type="checkbox"/> Care Management
<input type="checkbox"/> Case Management and/or Waiver Services Coordination (e.g., to begin MM/DD/YY)
<input type="checkbox"/> Claims Processing
<input type="checkbox"/> Credentialing and Recredentialing- (e.g., to begin M/DD/YY)
<input type="checkbox"/> Fraud and Abuse Identification
<input type="checkbox"/> Interpreter Services
<input type="checkbox"/> Member Materials Distribution and Fulfillment
<input type="checkbox"/> Network Development
<input type="checkbox"/> Other <a href="#">Click here to enter text.</a>
<input type="checkbox"/> Quality Management and Improvement
<input type="checkbox"/> Reinsurance
<input type="checkbox"/> State Hearing Notification Forms 04043, 04046, 04066, 01705, 01717, and 01718
<input type="checkbox"/> Utilization Management

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