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GRANT Number:

SAP 4100061961

**PENNSYLVANIA  
DEPARTMENT OF HUMAN SERVICES  
GRANT AGREEMENT AMENDMENT #15**

**PURPOSE OF  
THE GRANT:**

To provide Mandatory Managed Care Services to Medicaid consumers in the following counties: Bradford, Carbon, Centre, Clinton, Columbia, Juniata, Lackawanna, Luzerne, Lycoming, Mifflin, Monroe, Montour, Northumberland, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne and Wyoming.

**AWARD TO:**

Name and Address:

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Federal I.D. Number: 23-2311553

SAP Vendor Number: 210412

**AMENDMENT No. 15 to**  
**HEALTHCHOICES NEW EAST**  
**PHYSICAL HEALTH AGREEMENT No. 4100061961**

THIS Amendment to Grant Agreement No. 4100061961 (the "Amendment") is made by and between the Commonwealth of Pennsylvania, acting through its Department of Human Services (the "Department") and Geisinger Health Plan, a Pennsylvania corporation, with its principal place of business at 100 North Academy Avenue, MC 32-20, Danville, Pennsylvania 17822 (the "PH-MCO").

**W I T N E S S E T H:**

WHEREAS, the Department and the PH-MCO are parties to Grant Agreement No. 4100061961 effective March 1, 2013 (the "Grant Agreement");

WHEREAS, the purpose of the Grant Agreement is to provide for a mandatory managed care program, under the name HealthChoices New East Physical Health Program (the "HC-NE Physical Health Program") for Medical Assistance (MA) consumers in Bradford, Carbon, Centre, Clinton, Columbia, Juniata, Lackawanna, Luzerne, Lycoming, Mifflin, Monroe, Montour, Northumberland, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne and Wyoming Counties (the "HC-NE Counties");

WHEREAS, the Department desires to amend the Grant Agreement and certain Appendices and Exhibits; and

WHEREAS, the PH-MCO has agreed to these changes.

NOW, THEREFORE, the parties intending to be legally bound agree as follows:

1. Effective January 1, 2021, the Grant Agreement effective January 1, 2020, excluding its Appendices and Exhibits ("Prior Agreement") is deleted and replaced with the attached Grant Agreement effective January 1, 2021.
2. The following Appendices to the Prior Agreement are deleted and replaced with the attached Appendices:
  - a. Effective January 1, 2021, Appendix 3a ACA Health Insurance Providers Fee (dated October 15, 2019) is deleted.
  - b. Effective January 1, 2021, Appendix 3b Explanation of Capitation Payments (dated November 13, 2019) is replaced with the attached Appendix 3b Explanation of Capitation Payments (dated October 16, 2020).
  - c. Effective January 1, 2021, Appendix 3c Home Nursing Risk Sharing Arrangement (dated October 15, 2019) is replaced with the attached Appendix 3c Home Nursing Risk Sharing Arrangement (dated October 16, 2020).

- d. For services provided on or after January 1, 2021, Appendix 3f Capitation Rates (prepared on December 10, 2019) is replaced with the attached Appendix 3f Capitation Rates (prepared on November 16, 2020).
  - e. Effective January 1, 2021, Appendix 3g Overview of Methodologies for Rate Setting and Determination of Risk Sharing Premium Allowance Amounts (dated October 15, 2019) is replaced with the attached Appendix 3g Overview of Methodologies for Rate Setting and Determination of Risk Sharing Premium Allowance Amounts (dated October 16, 2020).
  - f. Effective January 1, 2021, Appendix 3h, Medical Loss Ratio Reporting and Remittance Requirements (dated August 31, 2018) is replaced with the attached Appendix 3h, Medical Loss Ratio Reporting and Remittance Requirements (dated October 16, 2020).
  - g. Effective January 1, 2021, Appendix 3k High Cost Risk Pool (dated November 21, 2019) is replaced with the attached Appendix 3k High Cost Risk Pool (dated October 16, 2020).
  - h. Effective January 1, 2021, Appendix 3m MCO Assessment (dated October 15, 2019) is replaced with the attached Appendix 3m MCO Assessment (dated October 16, 2020).
  - i. Effective January 1, 2021, Appendix 3p Risk Sharing Arrangement for Members Under Age One (dated October 15, 2019) is replaced with the attached Appendix 3p Risk Sharing Arrangement for Members Under Age One (dated October 16, 2020).
  - j. Effective January 1, 2021, Appendix 5 Specialty Drug Risk Sharing and Quality Risk Pools (dated October 15, 2019) is replaced with the attached Appendix 5 Specialty Drug Risk Sharing and Quality Risk Pools (dated October 16, 2020).
  - k. Effective January 1, 2021, Appendix 6 Home Accessibility Risk Sharing Arrangement (dated October 15, 2019) is replaced with the attached Appendix 6 Home Accessibility Risk Sharing Arrangement (dated October 16, 2020).
  - l. Effective January 1, 2021, Appendix 14 APR/DRG Adjustment Inpatient Acute Care Services (dated October 15, 2019) is replaced with the attached Appendix 14 APR/DRG Adjustment Inpatient Acute Care Services (dated October 16, 2020).
  - m. Effective January 1, 2021, Appendix 17 Adjustment Outpatient Hospital Services (dated October 15, 2019) is replaced with the attached Appendix 17 Adjustment Outpatient Hospital Services (dated October 16, 2020).
  - n. Effective January 1, 2021, Appendix 18 COVID-19 Vaccine Non-Risk Arrangement (dated October 16, 2020) is added as a new appendix.
3. Effective January 1, 2020, the following Exhibits to the Grant Agreement are modified as follows:
- a. The following Exhibits are deleted and replaced with the attached Exhibits: Exhibit B(1), Exhibit B(2), Exhibit B(3), Exhibit B(4), Exhibit B(5), Exhibit B(6), Exhibit D, Exhibit G, Exhibit H, Exhibit L, Exhibit M(2), Exhibit BB,

Exhibit GG, Exhibit KK, Exhibit OO, Exhibit XX, Exhibit AAA, Exhibit BBB, and Exhibit DDD.

- b. The following Exhibits are added as new Exhibits: Exhibit B(5a), Exhibit B(7), Exhibit M(1a), and Exhibit DD.
4. The attached Grant Agreement, Appendix 3b, Appendix 3c, Appendix 3f, Appendix 3g, Appendix 3h, Appendix 3k, Appendix 3m, Appendix 3p, Appendix 5, Appendix 6, Appendix 14, Appendix 17, Appendix 18, Exhibit B(1), Exhibit B(2), Exhibit B(3), Exhibit B(4), Exhibit B(5), Exhibit B(5a), Exhibit B(6), Exhibit B(7), Exhibit D, Exhibit G, Exhibit H, Exhibit L, Exhibit M(1a), Exhibit M(2), Exhibit BB, Exhibit DD, Exhibit GG, Exhibit KK, Exhibit OO, Exhibit XX, Exhibit AAA, Exhibit BBB, and Exhibit DDD are incorporated and made part of the Grant Agreement.
5. Except as modified by this Amendment, all other terms and conditions of the Grant Agreement remain unchanged.

**DOCUMENT NUMBER: 4100061961**

**GRANTEE SAP NUMBER: 210412**

**AMENDMENT NUMBER: 15**

IN WITNESS WHEREOF, the parties have caused this Grant Agreement Amendment to be executed by its duly authorized officials.

**GRANTEE**

 12/1/2020  
\_\_\_\_\_  
SIGNATURE  
Kurt J. Wrobel  
President

 12/1/2020  
\_\_\_\_\_  
SIGNATURE  
David J. Weader  
Assoc. Chief Legal & Regulatory Affairs Officer

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HUMAN SERVICES**

Secretary/designee

\_\_\_\_\_  
SIGNATURE

**COMPTROLLER**

\_\_\_\_\_  
SIGNATURE COMPTROLLER

**Approved as to Legality and Form:**

\_\_\_\_\_  
**OFFICE OF LEGAL COUNSEL  
DEPARTMENT OF HUMAN  
SERVICES**

\_\_\_\_\_  
**DEPUTY ATTORNEY GENERAL  
OFFICE OF ATTORNEY  
GENERAL  
(when required)**

\_\_\_\_\_  
**DEPUTY GENERAL COUNSEL  
OFFICE OF GENERAL  
COUNSEL  
(when required)**

# HEALTHCHOICES AGREEMENT

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- 3d-----Reserved
- 3e-----Family Planning (if applicable)
- 3f-----Capitation Rates
- 3g-----Overview of Methodologies for Rate Setting and Determination of Risk  
Sharing Premium Allowance Amounts
- 3h-----Medical Loss Ratio Reporting and Remittance Requirements
- 3i-----Reserved
- 3j-----Reserved
- 3k-----High Cost Risk Pool (if applicable)
- 3m-----MCO Assessment
- 3p-----Risk Sharing Arrangement for Members Under Age One
- 4-----Reserved
- 5-----Specialty Drug Risk Sharing and Quality Risk Pools
- 6-----Home Accessibility Risk Sharing Arrangement
- 7-----Reserved
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- 9-----Reserved
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- 11-----Reserved
- 12-----Reserved
- 13-----Reserved
- 14-----APR/DRG Adjustment Inpatient Acute Care Services
- 15-----Reserved
- 16-----Enhanced Access Payments Specialty Physician Services (SE Zone only)
- 16a-----Enhanced Access Payments Specialty Physician Services State Related  
Academic Medical Center (SE Zone only)
- 17-----Adjustment Outpatient Hospital Services
- 18-----COVID-19 Vaccine Non-Risk Arrangement

## **AGREEMENT EXHIBITS**

- A -----Managed Care Regulatory Compliance Guidelines
- B(1) -----MCO Pay for Performance Program
- B(2) -----PH-MCO and BH-MCO Integrated Care Plan Program P4P
- B(3) -----Provider Pay for Performance Program
- B(4) -----Hospital Quality Incentive Program (if applicable)
- B(5) -----Community Based Care Management Program
- B(5a)-----Home Visiting Program
- B(6) -----Medication Adherence Pay-For-Performance
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C	PH-MCO Requirements for Provider Terminations
D	Standard Terms and Conditions for Services
E	DHS Addendum to Standard Grant Terms and Conditions
F	Family Planning Services Procedures
G	Opioid Use Disorder-Centers of Excellence
H	Prior Authorization Guidelines for Participating Managed Care Organizations in the HealthChoices Program
I	Reserved
J	EPSDT Guidelines
K	Reserved
L	Medical Assistance Transportation Program
M	Reserved
M(1)	Quality Management and Utilization Management Program Requirements
M(1a)	Quality Management Requirements for Regional Accountable Health Councils
M(2)	External Quality Review
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M(4)	Healthcare Effectiveness Data and Information Set (HEDIS®) and Consumer Assessment of Healthcare Providers and Systems
N	Notice of Denial
O	Description of Facilities and Related Services
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R	Coordination with BH-MCOs
S	Written Coordination Agreements Between PH-MCO and Service Providers
T	Reserved
U	Behavioral Health Services
V	Telephonic Psychiatric Consultation Team Services
W	Reserved
X	HealthChoices PH-MCO Guidelines for Advertising, Sponsorships, and Outreach
Y	Reserved
Z	Auto-Assignment
AA	Managed Care Definitions for Member Communications
BB	PH-MCO Recipient Coverage Document
CC	Reserved
DD	PH-MCO Member Handbook
EE	Reserved
FF	PCP, Dentists, Specialists, and Providers of Ancillary Services Directories
GG	Complaint, Grievance, and DHS Fair Hearing Processes
HH	Reserved
II	Required Contract Terms for Administrative Subcontractors
JJ	Reserved
KK	Reporting Suspected Fraud and Abuse to the Department
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MM-----Reserved  
 NN-----Special Needs Unit  
 OO-----Coordination of Care Entities  
 PP-----Provider Manuals  
 QQ-----Reserved  
 RR-----Reserved  
 SS-----Reserved  
 TT-----Reserved  
 UU-----Reserved  
 VV-----Reserved  
 WW-----HealthChoices Audit Clause  
 XX-----Encounter Data Submission Requirements and Penalty Applications  
 YY-----Reserved  
 ZZ-----Reserved  
 AAA-----Provider Network/Services Access  
 BBB-----Outpatient Drug Services  
 BBB(1)----- Reserved  
 BBB(2)----- Reserved  
 BBB(3)----- Reserved  
 BBB(4)----- Reserved  
 BBB(5)----- Reserved  
 BBB(6)----- Reserved  
 CCC-----Physical Health MCO Provider Agreements  
 DDD-----Patient Centered Medical Home Program

## SECTION I: INCORPORATION OF DOCUMENTS

### A. Operative Documents

The RFP, which is attached hereto as Appendix 1, and the Proposal, is attached hereto as Appendix 2, are incorporated herein and are made part of this Agreement. With regard to the governance of such documents, it is agreed that:

1. In the event that any of the terms of this Agreement conflict with, or are inconsistent with the terms of the RFP, the terms of this Agreement shall govern;
2. In the event that any of the terms of this Agreement conflict with, or are inconsistent with the terms of the Proposal, the terms of this Agreement shall govern;
3. In the event that any of the terms of the RFP conflict with, or are inconsistent with the terms of the Proposal, the terms of the RFP shall govern.

4. In the event that any of the terms of the Agreement conflict with, or are inconsistent with, the terms of any Appendix or Exhibit to the Agreement, the terms of the Agreement shall govern.

## **B. Operational Updates and Department Communications**

### **1. Managed Care Operations Memos (MC OPS Memos)**

The Department will issue MC OPS Memos via the Pennsylvania HealthChoices Extranet to provide clarifications to requirements pertaining to HealthChoices. PH-MCOs must routinely check the Pennsylvania HealthChoices Extranet. MC OPS Memos and notices are vehicles to clarify operational policies and procedures and are not intended to amend the terms of the Agreement.

### **2. Pennsylvania HealthChoices Extranet**

To access the Pennsylvania HealthChoices Extranet, the PH-MCO must have established connectivity with DHS.

In addition to the MCO-OPS Memos, the Pennsylvania HealthChoices Extranet Systems site contains current information on managed care systems policies and procedures, which include but are not limited to, information on eligibility, enrollment and reimbursement procedures, and encounter data submission requirements. It also contains information on pending changes and systems notices.

## **SECTION II: DEFINITIONS**

**Abuse** — Any practices that are inconsistent with sound fiscal, business, or medical practices, and result in unnecessary costs to the MA Program, or in reimbursement for services that are not Medically Necessary or that fail to meet professionally recognized standards or agreement obligations (including the RFP, Agreement, and the requirements of state or federal regulations) for health care in a managed care setting. The Abuse can be committed by the PH-MCO, Subcontractor, Provider, State employee, or a Member, among others. Abuse also includes Member practices that result in unnecessary cost to the MA Program, the PH-MCO, a Subcontractor, or Provider.

**ACCESS Card** — An identification card issued by the Department to each MA Recipient.

**Actuarially Sound Capitation Rate** — Actuarially sound Capitation rates are projected to provide reasonable, appropriate and attainable costs that are required under the terms of the contract and for the operation of the Primary Contractor for

the time period and the population covered under the terms of the contracts, and such Capitation rates are developed in accordance with the requirement in 42 C.F.R. §438.4(b).

**Actuarially Sound Rates** — Rates that reflect, among other elements:

- the populations and benefits to be covered;
- the rating groups;
- the projected member months for each category of aid;
- the historical and projected future medical costs expected to be incurred by an efficiently and effectively operated Medicaid managed care program in the respective county/zone;
- program changes to the extent they impact actuarial soundness of the rates;
- trend levels for each type of service; and
- administrative costs expected to be incurred by an efficiently and effectively operated Medicaid managed care program, including assessment costs and profit consideration.

Actuarially sound rates are developed using sound methods and assumptions, that are reasonably attainable by the MA MCOs in the relevant Agreement year and meet the standards of the Actuarial Standards Board.

**Actuary** — An individual who meets the qualification standards established by the American Academy of Actuaries for an actuary and follows the practice standards established by the Actuarial Standards Board. In this part, Actuary refers to an individual who is acting on behalf of the State when used in reference to the development and certification of capitation rates.

**Adjudicated Claim** — A Claim that has been processed to payment or denial.

**Advanced Directives** — A written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of health care when the individual is incapacitated.

**Affiliate** — Any individual, corporation, partnership, joint venture, trust, unincorporated organization or association, or other similar organization ("Person"), controlling, controlled by or under common control with the PH-MCO or its parent(s), whether such control be direct or indirect. Without limitation, all officers, or persons, holding five percent (5%) or more of the outstanding ownership interests of PH-MCO or its parent(s), directors or subsidiaries of PH-MCO or parent(s) are Affiliates. For purposes of this definition, "control" means the possession, directly or indirectly, of the power (whether or not exercised) to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, other ownership interests, or by



contract or otherwise including but not limited to the power to elect a majority of the directors of a corporation or trustees of a trust.

**Alternate Payment Name** — The person to whom benefits are issued on behalf of a Recipient.

**Ambulatory Surgical Center** — A facility licensed by the Department of Health which provides outpatient surgical treatment. The term does not include individual or group practice offices of private physicians or dentists, unless the offices have a distinct part used solely for outpatient surgical treatment on a regular and organized basis.

**Amended Claim** — A Provider request to adjust the payment of a previously Adjudicated Claim. A Provider Appeal is not an Amended Claim.

**Area Agency on Aging** — The single local agency designated by the PDA within each planning and service area to administer the delivery of a comprehensive and coordinated plan of social and other services and activities.

**Behavioral Health Managed Care Organization** — An entity, operated by county government or licensed by the Commonwealth as a risk-bearing HMO or PPO, which manages the purchase and provision of Behavioral Health Services under an agreement with the Department.

**Behavioral Health Primary Contractor** - A county, Multi-County Entity or a BH-MCO which has an Agreement with the Department to manage the purchase and provision of Behavioral Health Services.

**Behavioral Health Rehabilitation Services for Children and Adolescents (formerly EPSDT "Wraparound")** — Individualized, therapeutic mental health, substance abuse or behavioral interventions/services developed and recommended by an interagency team and prescribed by a physician or licensed psychologist.

**Behavioral Health Services** — Mental health and substance abuse services which are provided by the BH-MCO.

**Behavioral Health Services Provider** — A Provider, practitioner, or vendor/supplier which contracts with a BH-MCO to provide Behavioral Health Services or ordering or referring those services, and is legally authorized to do so by the Department under the HealthChoices Behavioral Health Program.

**Business Day** — A Business Day includes Monday through Friday except for those days recognized as federal holidays or Pennsylvania State holidays.

**Capitation** — A payment the Department makes periodically to a PH-MCO on behalf of each Member enrolled under the Agreement and based on the actuarially sound rate for the provision of services under the State Plan. The Department makes the payment regardless of whether the particular beneficiary receives services during the period covered by the payment.

**Caregiver** — A person employed for compensation by a provider or participant who provides personal assistance services or respite services for the purpose of providing a covered service by a healthcare worker on the staff/under contract.

**Case Management Services** — Services which will assist individuals in gaining access to necessary medical, social, educational and other services.

**Case Payment Name** — The person in whose name benefits are issued.

**Centers for Medicare & Medicaid Services** — The federal agency within the Department of Health and Human Services responsible for oversight of MA Programs.

**Certificate of Authority** — A document issued jointly by the DOH and PID authorizing a corporation to establish, maintain and operate an HMO in Pennsylvania.

**Certified Nurse Midwife** — An individual licensed under the laws within the scope of Chapter 6 of Professions & Occupations, 63 P.S. §§171-176.

**Certified Registered Nurse Practitioner** — A professional nurse licensed in the Commonwealth of Pennsylvania who is certified by the State Board of Nursing in a particular clinical specialty area and who, while functioning in the expanded role as a professional nurse, performs acts of medical diagnosis or prescription of medical therapeutic or corrective measures in collaboration with and under the direction of a physician licensed to practice medicine in Pennsylvania.

**Children in Substitute Care** — Children who have been adjudicated dependent or delinquent and who are in the legal custody of a public agency or under the jurisdiction of the juvenile court and are living outside their homes, in any of the following settings: shelter homes, foster homes, group homes, supervised independent living, and RTFs for Children.

**Claim** — A bill from a Provider of a medical service or product that is assigned a unique identifier (i.e. Claim reference number). A Claim does not include an Encounter form for which no payment is made or only a nominal payment is made.

**Clean Claim** — A Claim that can be processed without obtaining additional information from the Provider of the service or from a third party. A Clean Claim includes a Claim with errors originating in the PH-MCO's Claims system. Claims

under investigation for Fraud or Abuse or under review to determine if they are Medically Necessary are not Clean Claims.

**Client Information System** — The Department's database of Recipients. The data base contains demographic and eligibility information for all Recipients.

**Community Based Organization (CBO)** - Nonprofit organizations that work at a local level to improve life for residents and normally focus on building equality across society in many areas, including but not limited to access to social services. These organizations must also be registered as a 501(c)(3) nonprofit corporation in Pennsylvania. A health care provider is not considered a CBO.

**Community HealthChoices** — Community HealthChoices is a new initiative that will use managed care organizations to coordinate physical health care and long-term services and supports (LTSS) for older persons, persons with physical disabilities, and Pennsylvanians who are dually eligible for Medicare and Medicaid (dual eligible).

**Community Provider** — Private and public service organizations, that are not part of the PH-MCO's Provider Network, with which the PH-MCO coordinates Out-of-Plan Services for their Members.

**Complaint** —

1. A Complaint regarding an adverse benefit determination: A dispute or objection regarding:

- a denial because the requested service or item is not a covered service;
- the failure of the PH-MCO to provide a service or item in a timely manner, as defined by the Department;
- the failure of the PH-MCO to decide a Complaint or Grievance within the specified time frames;
- a denial of payment by the PH-MCO after a service or item has been delivered because the service or item was provided without authorization by a Provider not enrolled in the MA Program;
- a denial of payment by the PH-MCO after a service or item has been delivered because the service or item provided is not a covered service for the Member; or
- a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.

2. A Complaint without an adverse benefit determination: is an expression of dissatisfaction about any matter other than an adverse benefit determination. Complaints may include, but are not limited to, the quality of care of services provided, and aspect of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the enrollee's rights regardless of whether remedial action is requested. Complaint includes an enrollee's right to dispute an extension of time proposed by the MCO to make an authorization decision. These types of complaints do not have a filing timeframe.

This term does not include a Grievance.

**Comprehensive Risk Contract** — A risk contract between the State and an MCO that covers comprehensive services, that is, inpatient hospital services and any of the following services, or any three or more of the following services:

(1) Outpatient hospital services (2) Rural health clinic services (3) Federally Qualified Health Center (FQHC) services (4) Other laboratory and X-ray services (5) Nursing facility (NF) services (6) Early and periodic screening, diagnostic, and treatment (EPSDT) services (7) Family planning services (8) Physician services (9) Home health services.

**Concurrent Review** — A review conducted by the PH-MCO during a course of treatment to determine whether the amount, duration and scope of the prescribed services continue to be Medically Necessary or whether any service, a different service or lesser level of service is Medically Necessary.

**County Assistance Office** — The county offices of the Department that administer all benefit programs, including MA, on the local level. Department staff in these offices perform necessary functions such as determining and maintaining Recipient eligibility.

**Covered Outpatient Drug** — A brand name drug, a generic drug, or an OTC drug which:

1. Is approved by the Federal Food and Drug Administration.
2. Is distributed by a manufacturer that entered into a Federal Drug Rebate Program agreement with the CMS.
3. May be dispensed only upon prescription in the MA Program.
4. Has been prescribed or ordered by a licensed prescriber within the scope of the prescriber's practice.
5. Is dispensed or administered in an outpatient setting.

The term includes biological products and insulin.

**Cultural Competency** — The ability of individuals, as reflected in personal and organizational responsiveness, to understand the social, linguistic, moral, intellectual and behavioral characteristics of a community or population, and

translate this understanding systematically to enhance the effectiveness of health care delivery to diverse populations.

**Daily 834 Eligibility File** — An electronic file in a HIPAA compliant 834 format using data from CIS/eCIS that is transmitted to the PH-MCO on state business days.

**Day** — Indicates a calendar day unless specifically denoted otherwise. See Business Day.

**Deliverables** — Those documents, records and reports required to be furnished to the Department for review and/or approval. Deliverables include, but are not limited to: operational policies and procedures, letters of agreement, Provider Agreements, Provider reimbursement methodology, coordination agreements, reports, tracking systems, required files, QM/UM documents, and referral systems.

**Denial of Services** — Any determination made by the PH-MCO in response to a request for approval which: disapproves the request completely; or approves provision of the requested service(s), but for a lesser amount, scope or duration than requested; or disapproves provision of the requested service(s), but approves provision of an alternative service(s); or reduces, suspends or terminates a previously authorized service. An approval of a requested service which includes a requirement for a Concurrent Review by the PH-MCO during the authorized period does not constitute a Denial of Service.

**Denied Claim** — An Adjudicated Claim that does not result in a payment obligation to a Provider.

**Department** — The Department of Human Services of the Commonwealth of Pennsylvania.

**Deprivation Qualifying Code** — The code specifying the condition which determines a Recipient to be eligible in nonfinancial criteria.

**Developmental Disability** — A severe, chronic disability of an individual that is:

- Attributable to a mental or physical impairment or combination of mental or physical impairments.
- Manifested before the individual attains age twenty-two (22).
- Likely to continue indefinitely.
- Manifested in substantial functional limitations in three or more of the following areas of life activity:
  - Self care;

- Receptive and expressive language;
  - Learning;
  - Mobility;
  - Capacity for independent living; and
  - Economic self-sufficiency.
- Reflective of the individual's need for special, interdisciplinary or generic services, supports, or other assistance that is of lifelong or extended duration, except in the cases of infants, toddlers, or preschool children who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in Developmental Disabilities if services are not provided.

**Disease Management** — An integrated treatment approach that includes the collaboration and coordination of patient care delivery systems and that focuses on measurably improving clinical outcomes for a particular medical condition through the use of appropriate clinical resources such as preventive care, treatment guidelines, patient counseling, education and outpatient care; and that includes evaluation of the appropriateness of the scope, setting and level of care in relation to clinical outcomes and cost of a particular condition.

**Disenrollment** — The process by which a Member's ability to receive services from a PH-MCO is terminated.

**DHS Fair Hearing** — A hearing conducted by the Department's Bureau of Hearings and Appeals.

**Drug Efficacy Study Implementation** — Drug products that have been classified as less-than-effective by the FDA.

**Dual Eligible** — An individual who is eligible to receive services through both Medicare and the MA Program.

**Durable Medical Equipment** — Equipment furnished by a supplier or a home health agency that meets the following conditions: (a) can withstand repeated use (b) is primarily and customarily used to serve a medical purpose (c) generally is not useful to an individual in the absence of a disability, illness or injury (d) can be reusable or removable and (e) is appropriate for use in any setting in which normal life activities take place.

**Early and Periodic Screening, Diagnosis and Treatment** — Items and services which must be made available to persons under the age of twenty-one (21) upon a determination of medical necessity and required by federal law at 42 U.S.C. §1396d(r).

**Early Intervention Program** — The provision of specialized services through family-centered intervention for a child, birth to age three (3), who has been determined to have a developmental delay of twenty-five percent (25%) of the child's chronological age or has documented test performance of 1.5 standard deviation below the mean in standardized tests in one or more areas: cognitive development; physical development, including vision and hearing; language and speech development; psycho-social development; or self-help skills or has a diagnosed condition which may result in developmental delay.

**Eligibility Period** — A period of time during which a consumer is eligible to receive MA benefits. An Eligibility Period is indicated by the eligibility start and end dates on CIS/eCIS. A blank eligibility end date signifies an Open-ended Eligibility Period.

**Eligibility Verification System** — An automated system available to MA Providers and other specified organizations for automated verification of MA Recipients' current and past (up to three hundred sixty-five [365] days) MA eligibility, PH-MCO Enrollment, PCP assignment, TPR, and scope of benefits.

**Emergency Medical Condition** — A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual or with respect to a pregnant woman, the health of the woman or her unborn child in serious jeopardy, (b) serious impairment to bodily functions, or (c) serious dysfunction of any bodily organ or part.

**Emergency Member Issue** — A problem of a PH-MCO Member, including problems related to whether an individual is a Member, the resolution of which should occur immediately or before the beginning of the next Business Day in order to prevent a denial or significant delay in care to the Member that could precipitate an Emergency Medical Condition or need for urgent care.

**Emergency Services** — Covered inpatient and outpatient services that: (a) are furnished by a Provider that is qualified to furnish such service under Title XIX of the Social Security Act and (b) are needed to evaluate or stabilize an Emergency Medical Condition.

**Encounter** — Any covered health care service provided to a Member, regardless of whether it has an associated Claim.

**Encounter Data** — A record of any Encounter, including Encounters reimbursed through Capitation, Fee-for-Service, or other methods of compensation regardless of whether payment is due or made.

**Enrollee** — A Medicaid beneficiary who is currently enrolled in a PH-MCO.

**Enrollee Encounter Data** — The information relating to the receipt of any item(s) or service(s) by an enrollee under a contract between the State and a PH-MCO that is subject to the requirements of 42 C.F.R. §438.242 and 42 C.F.R. §438.818.

**Enrollment** — The process by which a Member's coverage by a PH-MCO is initiated.

**Enrollment Assistance Program** — The program that provides Enrollment Specialists to assist Recipients in selecting a PH-MCO and PCP and in obtaining information regarding HealthChoices Physical, Behavioral Health Services, Community HealthChoices long-term services and supports and service Providers.

**Enrollment Specialist** — The individual responsible to assist Recipients with selecting a PH-MCO and PCP as well as providing information regarding Physical and Behavioral Health Services and service Providers under the HealthChoices Program.

**Equity** — The residual interest in the assets of an entity that remains after deducting its liabilities.

**Expanded Services** — Any Medically Necessary service, covered under Title XIX of the Social Security Act, 42 U.S.C. 1396 et seq., but not included in the State's Medicaid Plan, which is provided to Members.

**Experimental Treatment** — A course of treatment, procedure, device or other medical intervention that is not yet recognized by the professional medical community as an effective, safe and proven treatment for the condition for which it is being used.

**External Quality Review** — A requirement under Section 1902(a)(30)(C) of Title XIX of the Social Security Act, 42 U.S.C. 1396u-2(c)(2) for independent, external review body to perform an annual review of the quality of services furnished by MCOs, including the evaluation of quality outcomes, timeliness and access to services.

**Extranet** — An Intranet site that can be accessed by authorized internal and external users to enable information exchange securely over the Internet.

**Family Planning Services** — Services which enable individuals voluntarily to determine family size, to space children and to prevent or reduce the incidence of unplanned pregnancies.

**Federally Qualified Health Maintenance Organization (HMO)** — An HMO that CMS has determined is a qualified HMO under section 1310(d) of the PHS Act.



**Federally Qualified Health Center** — An entity which is receiving a grant as defined under the Social Security Act, 42 U.S.C. 1396d(l) or is receiving funding from such a grant under a contract with the recipient of such a grant, and meets the requirements to receive a grant under the above-mentioned sections of the Act.

**Fee-for-Service** — Payment by the Department to Providers on a per-service basis for health care services provided to Recipients.

**Formulary** — A Department-approved list of outpatient drugs determined by the PH-MCO's P&T Committee to have a significant, clinically meaningful therapeutic advantage in terms of safety, effectiveness, and cost for the PH-MCO Members.

**Fraud** —

Any type of intentional deception or misrepresentation, including any act that constitutes fraud under applicable Federal or State law, made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to the entity or person, or some other person in a managed care setting, committed by any entity, including the PH-MCO, a subcontractor, a Provider, or a Member, among others.

**Generally Accepted Accounting Principles** — A technical term in financial accounting. It encompasses the conventions, rules, and procedures necessary to define accepted accounting practice at a particular time.

**Government Liaison** — The Department's primary point of contact within the PH-MCO. This individual acts as the day to day manager of Agreement and operational issues and works within the PH-MCO and with the Department to facilitate compliance, solve problems, and implement corrective action.

**Grievance** —

A request to have a PH-MCO or utilization review entity reconsider an adverse benefit determination concerning the Medical Necessity and appropriateness of a health care service. A Grievance may be filed regarding a PH-MCO decision to 1) deny, in whole or in part, payment for a service/item; 2) deny or issue a limited authorization of a requested service/item, including the type or level of service/item; 3) reduce, suspend, or terminate a previously authorized service/item; 4) deny the requested service/item but approve an alternative service/item. 5) deny a request for a BLE.

This term does not include a Complaint.

**Health Care-Acquired Condition** — A condition occurring in any inpatient hospital setting, identified as a Hospital Acquired Condition by the Secretary of Health and Human Services for purposes of the Medicare program identified in the State plan as described in section 1886(d)(4)(D)(ii) and (iv) of the Social Security

Act; other than Deep Vein Thrombosis/Pulmonary Embolism as related to total knee replacement or hip replacement surgery in pediatric and obstetric patients.

**Health Care-Associated Infection** — A localized or systemic condition that results from an adverse reaction to the presence of an infectious agent or its toxins that:

- 1) occurs in a patient in a health care setting;
- 2) was not present or incubating at the time of admission, unless the infection was related to a previous admission to the same setting; and
- 3) if occurring in a hospital setting, meets the criteria for a specific infection site as defined by the Centers for Disease Control and Prevention and its National Healthcare Safety Network.

**Health Care Provider** — A licensed hospital or health care facility, medical equipment supplier or person who is licensed, certified or otherwise regulated to provide health care services under the laws of the Commonwealth or state(s) in which the entity or person provides services, including a physician, podiatrist, optometrist, psychologist, physical therapist, certified registered nurse practitioner, registered nurse, clinical nurse specialist, certified registered nurse anesthetist, certified nurse midwife, physician's assistant, chiropractor, dentist, dental hygienist, public health dental hygiene practitioner, pharmacist or an individual accredited or certified to provide behavioral health services.

**Health Insuring Organization (HIO)** — a county operated entity, that in exchange for capitation payments, covers services for beneficiaries: (1) through payments to, or arrangements with, providers; (2) under a comprehensive risk contract with the State; and (3) meets the following criteria: (i) first became operational prior to January 1, 1986; or (ii) is described in section 9517(c)(3) of the Omnibus Budget Reconciliation Act of 1985 (as amended by section 4734 of the Omnibus Budget Reconciliation Act of 1990 and section 205 of the Medicare Improvements for Patients and Providers Act of 2008).

**Health Maintenance Organization** — A Commonwealth licensed risk-bearing entity which combines delivery and financing of health care and which provides basic health services to enrolled Members for a fixed, prepaid fee.

**HealthChoices Disenrollment** — Action taken by the Department to remove a Member's name from the monthly Enrollment Report following the Department's receipt of a determination that the Member is no longer eligible for Enrollment in HealthChoices.

**HealthChoices Program** — The name of Pennsylvania's 1915(b) waiver program to provide mandatory managed health care to Recipients.

**HealthChoices Zone (HC Zone)** — A multiple-county area in which the HealthChoices Program has been implemented to provide mandatory managed care to MA Recipients in Pennsylvania.

**Home and Community Based Waiver Program** — Necessary and cost-effective services, not otherwise furnished under the State's Medicaid Plan, or services already furnished under the State's Medicaid Plan but in expanded amount, duration, or scope which are furnished to an individual in his/her home or community in order to prevent institutionalization.

**Hospice Services** — A comprehensive set of services described in 1861(dd)(1) of the Social Security Act, identified and coordinated by an interdisciplinary group to provide for the physical, psychosocial, spiritual, and emotional needs of a terminally ill patient and/or family members, as delineated in a specific patient plan of care.

**Hospital Outpatient Care** — Care in a hospital that usually doesn't require an overnight stay. Outpatient hospital services means preventive, diagnostic, therapeutic, rehabilitative, or palliative services that: (1) Are furnished to outpatients; (2) Are furnished by or under the direction of a physician or dentist; and (3) Are furnished by an institution that—(i) Is licensed or formally approved as a hospital by an officially designated authority for State standard-setting; and (ii) Meets the requirements for participation in Medicare as a hospital; and (4) May be limited by a Medicaid agency in the following manner: the Department may exclude from the definition of "outpatient hospital services" those types of items and services that are not generally furnished by most hospitals in the State.

**Immediate Need** — A situation in which, in the professional judgment of the dispensing registered pharmacist or prescriber, the dispensing of a drug at the time when the prescription is presented is necessary to reduce or prevent the occurrence or persistence of a serious adverse health condition.

**Incentive Arrangement** — Any payment mechanism under which a PH-MCO may receive additional funds over and above the Capitation rate it was paid for meeting targets specified in the Agreement.

**Indian** — An individual, defined at 25 U.S.C. §1603(13), §1603 (28), §1679(a), or who has been determined eligible, as an Indian, pursuant to 42 C.F.R. §136.12.

**Indian Health Care Provider** — A health care program, including CHS, operated by the IHS or by an Indian Tribe, Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. 1603).

**Information Resource Management** — A program planned, developed, implemented and managed by DHS's Bureau of Information Systems, the purpose

of which is to ensure the coordinated, effective and efficient employment of information resources in support of DHS business goals and objectives.

**In-Plan Services** — Services which are the payment responsibility of the PH-MCO under the HealthChoices Program.

**Inquiry** — Any Member's request for administrative service, information or to express an opinion.

**Institution for Mental Diseases (IMD)** - a hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services.

**Interagency Team for Adults** — A multi-system planning team consisting of the individual, family members, legal guardian, advocates, county mental health/intellectual-developmental disability and/or drug and alcohol case managers, PCP, treating specialists, residential or day service Providers and any other participants necessary and appropriate to assess the needs and strengths of the individual, formulate treatment and service goals, approaches and methods, recommend and monitor services and develop discharge plans.

**Interagency Team for Individuals Under the Age of Twenty-One (21)** — A multi-system planning team comprised of the child, when appropriate, at least one (1) accountable family member, a representative of the County Mental Health and/or Drug and Alcohol Program, the case manager, the prescribing physician or psychologist, and as applicable, the County Children and Youth, Juvenile Probation, Developmental Disability, and Drug and Alcohol agencies, a representative of the school district, BH-MCO, PH-MCO and/or PCP, other agencies that are providing services to the child, and other community resource persons identified by the family.

**Intermediate Care Facility for the Intellectually Disabled and Other Related Conditions** — An institution (or distinct part of an institution) that 1) is primarily for the diagnosis, treatment or rehabilitation for persons with Intellectually Disabilities or persons with Other Related Conditions; and 2) provides, in a residential setting, ongoing evaluation, planning, twenty-four (24) hour supervision, coordination and integration of health or rehabilitative services to help each individual function at his or her maximum capacity.

**Internal Control Number** — The unique number assigned by the Department's MMIS to identify an individual Claim or Encounter.

**Juvenile Detention Center** — A publicly or privately administered, secure residential facility for:

- Children alleged to have committed delinquent acts who are awaiting a court hearing;
- Children who have been adjudicated delinquent and are awaiting disposition or awaiting placement; and
- Children who have been returned from some other form of disposition and are awaiting a new disposition (i.e., court order regarding custody of child, placement of child, or services to be provided to the child upon discharge from the JDC).

**Limited English Proficient** — Enrollees or potential enrollees who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English, may be eligible to receive language assistance for a particular type of service, benefit or encounter.

**Lock-In** — Recipients determined to be involved in fraudulent activities or identified as abusing services provided under the MA Program who are restricted to a specific Provider(s) to obtain all of his or her services in an attempt to ensure appropriately managed care.

**Long-Term Services and Supports** — Services and supports provided to beneficiaries of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the beneficiary to live or work in the setting of their choice, which may include the individual's home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.

**Managed Care Organization** — An entity that has, or is seeking to qualify for, a comprehensive risk contract under this part, and that is: (1) Federally qualified HMO that meets the advance directives requirements of 42 C.F.R. §489 Subpart I; or (2) Any public or private entity that meets the advance directives requirements and is determined by the Secretary to also meet the following conditions: (i) Makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity and (ii) Meets the solvency standards of 42 C.F.R. § 438.116.

**Managed Care Program** — A managed care delivery system operated by a State as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.

**Market Share** — The percentage of Members enrolled with a particular PH-MCO when compared to the total of Members enrolled in all the PH-MCOs within a HealthChoices Zone.

**Master Provider Index** — A component of the Department's MMIS which is a central repository of Provider profiles and demographic information that registers and identifies Providers uniquely within the Department of Human Services.

**Material Adjustment** — An adjustment that, using reasonable actuarial judgment, has a significant impact on the development of the Capitation payment such that its omission or misstatement could impact a determination whether the development of the capitation rate is consistent with generally accepted actuarial principles and practices.

**Medicaid Eligibility Determination Automation** — Part of the CIS/eCIS that automates the determination of Medicaid eligibility.

**Medical Assistance** — The Medical Assistance Program authorized by Title XIX of the federal Social Security Act, 42 U.S.C. §§1396 et seq., and regulations promulgated thereunder, and 62 P.S. §§441.1 et seq. and regulations at 55 Pa. Code Chapters 1101 et seq.

**Medical Assistance Transportation Program** — A non-emergency medical transportation service provided to eligible persons who need to make trips to and from a MA reimbursable service for the purpose of receiving treatment, medical evaluation, or purchasing prescription drugs or medical equipment.

**Medically Necessary** — A service or benefit that is compensable under the MA Program and if it meets any one of the following standards:

- The service, item, procedure or level of care will, or is reasonably expected to, prevent the onset of an illness, condition, injury or disability.
- The service, item, procedure or level of care will, or is reasonably expected to, reduce or ameliorate the physical, mental or developmental effects of an illness, condition, injury or disability.
- The service, item, procedure or level of care will assist the Member to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the Member and those functional capacities that are appropriate for Members of the same age.

**Member** — An individual who is enrolled with a PH-MCO under the HealthChoices Program and for whom the PH-MCO has agreed to arrange the provision of PH Services under the provisions of the HealthChoices Program.

**Member Record** — A record on the Daily 834 Eligibility File or the Monthly 834 Eligibility File that contains information on MA eligibility, managed care coverage,

and the category of assistance, which help establish the covered services for which a Recipient is eligible.

**Midwifery Practice** — Management of the care of essentially healthy women and their healthy neonates (initial twenty-eight [28] day period), including intrapartum, postpartum and gynecological care.

**Monthly 834 Eligibility File** — An electronic file in a HIPAA compliant 834 format using data from CIS/eCIS that is transmitted to the PH-MCO on a monthly basis.

**Network** — All contracted or employed Providers in the PH-MCO who are providing covered services to Members.

**Network Provider** — any provider, group of providers, or entity that has a network provider agreement with a PH-MCO or a Subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the state's contract with a PH-MCO. A network provider is not a Subcontractor by virtue of the network provider agreement.

**Non-participating Provider** — A Health Care Provider not enrolled in the Pennsylvania Medicaid Program.

**Nonrisk Contract** — A contract between the State and a PIHP or PAHP under which the contractor (1) Is not at financial risk for changes in utilization or for costs incurred under the contract that do not exceed the upper payment limits specified in 42 C.F.R. §447.362 and (2) May be reimbursed by the State at the end of the contract period on the basis of the incurred costs, subject to the specified limits.

**Nursing Facility** — A general, county or hospital-based nursing facility, which is licensed by the DOH, enrolled in the MA Program and certified for Medicare participation. The Provider types and specialty codes are as follows:

- General – PT 03, SC 030
- County – PT 03, SC 031
- Hospital-based – PT 03, SC 382
- Certified Rehab Agency – PT 03, SC 040

**OMAP Hotlines** — Department phone lines designed to address and facilitate resolution of issues encountered by Recipients and their advocates or Providers according to PH-MCO policies and procedures.

**Ongoing Medication** — A medication that has been previously dispensed to the Member for the treatment of an illness that is chronic in nature or for an illness for

which the medication is required for a length of time to complete a course of treatment, until the medication is no longer considered necessary by the physician or prescriber, and that has been used by the Member without a gap in treatment. If a current prescription is for a higher dosage than previously prescribed, the prescription is for an Ongoing Medication at least to the extent of the previous dosage.

**Open-ended** — A period of time that has a start date but no definitive end date.

**OPTIONS** — The long-term care pre-admission assessment program administered by the PDA.

**Other Provider-Preventable Condition** — A condition occurring in any health care setting that meets the following criteria:

- Is identified in the State plan,
- Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines,
- Has a negative consequence for the beneficiary,
- Is auditable, and
- Includes, at a minimum, the following:
  - Wrong surgical or other invasive procedure performed on a patient,
  - Surgical or other invasive procedure performed on the wrong body part, or
  - Surgical or other invasive procedure performed on the wrong patient.

**Other Related Conditions** — A physical disability such as cerebral palsy, epilepsy, spina bifida or similar conditions which occur before the age of twenty-two (22), is likely to continue indefinitely and results in three (3) or more substantial functional limitations.

**Other Resources** — With regard to TPL, Other Resources include, but are not limited to, recoveries from personal injury claims, liability insurance, first-party automobile medical insurance, and accident indemnity insurance.

**Out-of-Area Covered Services** — Medical services provided to Recipients under one (1) or more of the following circumstances:

- An Emergency Medical Condition that occurs while outside the Member's HealthChoices Zone;
- The health of the Member would be endangered if the Member returned to his or her HealthChoices Zone for needed services;



- The Provider is located outside the Member's HealthChoices Zone, but regularly provides medical services to Members at the request of the PH-MCO; or
- The needed medical services are not available in the Member's HealthChoices Zone.

**Out-of-Network Provider** — A Health Care Provider who has not been credentialed by and does not have a signed Provider Agreement with a PH-MCO.

**Out-of-Plan Services** — Services which are non-plan, non-capitated and are not the responsibility of the PH-MCO under the HealthChoices Program comprehensive benefit package.

**Overpayment** — Any payment made to a Network Provider by a PH-MCO or its Subcontractor to which the Network Provider is not entitled to under Title XIX of the Act or any payment to a PH-MCO or its Subcontractor by a State to which the PH-MCO is not entitled to under Title XIX of the Act.

**Pass-Through Payment** — Any amount required by the Department to be added to the contracted payment rates, and considered in calculating the actuarially sound Capitation rate, between the PH-MCO and hospitals, physicians, or nursing facilities that is not for the following purposes: A specific service or benefit provided to a specific enrollee covered under the Agreement; a provider payment methodology permitted under paragraphs (c)(1)(i) through (iii) of 42 C.F.R. §438.6 for services and enrollees covered under the Agreement; a subcapitated payment arrangement for a specific set of services and enrollees covered under the Agreement; GME payments; or FQHC or RHC wrap around payments.

**Patient Centered Medical Home** — This model of care includes key components such as: whole person focus on behavioral health and physical health, comprehensive focus on wellness as well as acute and chronic conditions, increased access to care, improved quality of care, team based approach to care management/coordination, and use of electronic health records (EHR) and health information technology to track and improve care.

**Pennsylvania Open Systems Network** — A peer-to-peer network based on open systems products and protocols that was previously used for the transfer of information between the Department and the MCOs. The Department is currently using IRM Standards.

**Physical Health Managed Care Organization** — A risk bearing entity which has an agreement with the Department to manage the purchase and provision of Physical Health Services under the HealthChoices Program.

**PH-MCO Coverage Period** — A period of time during which an individual is eligible for MA coverage and enrolled with a PH-MCO and which exists on CIS/eCIS.

**Physical Health Services** — Those medical and other related services, provided to Members, for which the PH-MCO has assumed coverage responsibility under this Agreement.

**Physician Incentive Plan** — Any compensation arrangement between an MCO and a physician or physician group that may directly or indirectly have the effect of reducing or limiting services furnished to MA Recipients enrolled in the MCO.

**Post-Stabilization Services** — Medically Necessary non-emergency services furnished to a Member after the Member is stabilized following an Emergency Medical Condition.

**Potential Enrollee** — A Medicaid beneficiary who is subject to mandatory enrollment or may voluntarily elect to enroll in a given MCO, PIHP, or PAHP, but is not yet an enrollee of a specific MCO, PIHP, or PAHP.

**Preferred Drug List** — A list of Department-approved outpatient drugs designated as preferred products because they were determined to have a significant, clinically meaningful therapeutic advantage in terms of safety, effectiveness and cost for the PH-MCO Members by the PH-MCO's P&T Committee.

**Premium** — An amount to be paid for an insurance policy.

**Prepaid Ambulatory Health Plan** — An entity that: (1) Provides services to enrollees under contract with the Department, and on the basis of Capitation payments, or other payment arrangements that do not use State plan payment rates; (2) Does not provide or arrange for, and is not otherwise responsible for the provision of any inpatient hospital or institutional services for its enrollees; and (3) Does not have a comprehensive risk contract.

**Prepaid Inpatient Health Plan** — An entity that: (1) Provides services to enrollees under contract with the Department, and on the basis of Capitation payment, or other payment arrangements that do not use State Plan payment rates; (2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its enrollees; and (3) Does not have a comprehensive risk contract.

**Prepayment Review** – Prepayment review is performed after the service or item is provided, but prior to payment being issued. Prepayment review may include the examination of an invoice and related documentation to determine eligibility, benefit packages, or medical necessity of a service or item before payment is

made to the provider. Pre-payment review is not synonymous with prior authorization.

**Prescription Drugs** — Simple or compound substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are: (1) Prescribed by a physician or other licensed practitioner of the healing arts within the scope of this professional practice as defined and limited by Federal and State law; (2) Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and (3) Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

**Prevalent** — A non-English language determined to be spoken by a significant number or percentage of potential enrollees that are limited English proficient. (42C.F.R. 438.10(a))

**Primary Care** — All health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the State in which the practitioner furnishes them.

**Primary Care Practitioner** — A specific physician, physician group or a CRNP operating under the scope of his or her licensure, and who is responsible for supervising, prescribing, and providing primary care services; locating, coordinating and monitoring other medical care and rehabilitative services and maintaining continuity of care on behalf of a Recipient.

**Primary Care Practitioner Site** — The location or office of PCP(s) where Member care is delivered.

**Prior Authorization** — A determination made by the PH-MCO to approve or deny payment for a Provider's request to provide a service or course of treatment of a specific duration and scope to a Member prior to the Provider's initiation or continuation of the requested service.

**Prior Authorization Review Panel (PARP)** — A panel of representatives from within the Department who have been assigned organizational responsibility for the review, approval and denial of PH-MCO Prior Authorization policies and procedures.

**Prior Authorized Services** — In-Plan Services, determined to be Medically Necessary, the utilization of which the PH-MCO manages in accordance with Department-approved Prior Authorization policies and procedures.

**MMIS Provider ID** — A 13-digit number consisting of a combination of the 9-digit base MPI Provider Number and a 4-digit service location.

**Provider** — An individual or entity that is engaged in the delivery of medical or professional services, or ordering or referring for those services, and is legally authorized to do so by the Commonwealth or State in which it delivers the services, including a licensed hospital or healthcare facility, medical equipment supplier, or person who is licensed, certified, or otherwise regulated to provide healthcare services under the laws of the Commonwealth or states in which the entity or person provides services, including a physician, podiatrist, optometrist, psychologist, physical therapist, CRNP, RN, clinical nurse specialist, certified registered nurse anesthetist, certified nurse midwife, physician's assistant, chiropractor, dentist, dental hygienist, pharmacist, and an individual accredited or certified to provide behavioral health services.

**Provider Agreement** — A Department-approved written agreement between the PH-MCO and a Provider to provide medical or professional services to Recipients to fulfill the requirements of this Agreement.

**Provider Appeal** — A request from a Provider for reversal of a determination by the PH-MCO, with regard to:

- Provider credentialing denial by the PH-MCO;
- Claims denied by the PH-MCO for Providers participating in the PH-MCO's Network. This includes payment denied for services already rendered by the Provider to the Member; and
- Provider Agreement termination by the PH-MCO.

**Provider Dispute** — A written communication to a PH-MCO, made by a Provider, expressing dissatisfaction with a PH-MCO decision that directly impacts the Provider. This does not include decisions concerning medical necessity.

**Provider-Preventable Condition** — A condition that meets the definition of a health care-acquired condition or other provider-preventable condition as defined in 42 C.F.R. §447.26(b).

**Provider Reimbursement and Operations Management Information System electronic (PROMISE™)** — The Department's current MMIS claims processing and management system that supports the FFS and MA Managed Care delivery programs.

**Quality Management** — An ongoing, objective and systematic process of monitoring, evaluating and improving the quality, appropriateness and effectiveness of care.

**Rate Cell** — A set of mutually exclusive categories of enrollees that is defined by one or more characteristics for the purpose of determining the Capitation rate and making a Capitation payment; such characteristics may include age, gender, eligibility category, and region or geographic area. Each enrollee should be categorized in one of the rate cells for each unique set of mutually exclusive benefits under the Agreement.

**Rating Period** — A period of twelve (12) months selected by the Department for which the actuarially sound Capitation rates are developed and documented in the rate certification, submitted to CMS as required by 42 C.F.R. §438.7(a).

**Recipient** — A person eligible to receive Physical or Behavioral Health Services under the MA Program of the Commonwealth of Pennsylvania.

**Recipient Month** — One Member covered by the HealthChoices Program for one (1) calendar month.

**Rehabilitative Services** — This includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of his/her practice under State law, for maximum reduction of physical or mental disability and restoration of a beneficiary to his best possible functional level.

**Rejected Claim** — A non-claim that has erroneously been assigned a unique identifier and is removed from the claims processing system prior to adjudication.

**Related Party** — An entity that is an Affiliate of the PH-MCO or subcontracting PH-MCO and (1) performs some of the PH-MCO or subcontracting PH-MCO's management functions under contract or delegation; or (2) furnishes services to Members under a written agreement; or (3) leases real property or sells materials to the PH-MCO or subcontracting PH-MCO at a cost of more than \$2,500.00 during any year of a HealthChoices Agreement with the Department.

**Residential Treatment Facility** — A facility licensed by the Department that provides twenty-four (24) hour out-of-home care, supervision and Medically Necessary mental health services for individuals under twenty-one (21) years of age with a diagnosed mental illness or severe emotional disorder.

**Retrospective Review** — A review conducted by the PH-MCO, DHS, or DHS vendor or designee to determine whether services were delivered as prescribed and consistent with the PH-MCO's payment policies and procedures in accordance with MA regulations and section V.0.4.p of the Agreement.

**Revenue [for the purposes of the Equity requirement calculation]** — The total gross Direct Business Premiums, for all Pennsylvania lines of business, reported in Schedule T, “Premiums and other Considerations,” of the PID report.

**Risk Based Capital** — The Total Adjusted Capital figure in Column One from the page titled Five Year Historical Data in the Annual Statement for the most recent year filed with PID, divided by the Authorized Control Level Risk-based Capital figure.

**Risk Contract** — A contract between the State, an MCO, PIHP, or PAHP under which the contractor: (1) Assumes risk for the cost of the services covered under the contract, and (2) Incurs loss if the cost of furnishing the services exceeds the payments under the contract.

**Risk Corridor** — A risk sharing mechanism in which the Department and PH-MCOs may share in profits and losses under the Agreement outside of a predetermined threshold amount.

**Routine Care** — Care for conditions that generally do not need immediate attention and minor episodic illnesses that are not deemed urgent. This care may lead to prevention or early detection and treatment of conditions. Examples of preventive and routine care include immunizations, screenings and physical exams.

**Rural Health Clinics (RHCs)** - a facility that is engaged primarily in providing services that are typically furnished in outpatient clinics in underserved rural areas.

**School-Based Health Center** — A health care site located on school building premises which provides, at a minimum, on-site, age-appropriate primary and preventive health services with parental consent, to children in need of primary health care and which participates in the MA Program and adheres to EPSDT standards and periodicity schedule.

**School-Based Health Services** — An array of Medically Necessary health services performed by licensed professionals that may include, but are not limited to, immunization, well child care and screening examinations in a School-Based Health Center.

**Short Procedure Unit** — A unit of a hospital organized for the delivery of ambulatory surgical, diagnostic or medical services.

**Social Determinants of Health (SDOH)**— Conditions in the environments in which people are born, live, learn, work, play, worship, and age that affect a wide

range of health, functioning, and quality-of-life outcomes, which can lead to inequities and risks.

**Special Needs Unit** — A special dedicated unit within the PH-MCO and the EAP broker's organizational structure established to deal with issues related to Members with Special Needs.

**Start Date** — The first date on which the PH-MCO is operationally responsible and financially liable for the provision of Medically Necessary services to Members.

**Step Therapy** — A type of Prior Authorization requirement, sometimes referred to as a fail first requirement, intended as a cost savings that begins drug therapy with the most cost-effective drug therapy, and progresses to other more costly therapies determined to be Medically Necessary.

**Stop-Loss Protection** — Coverage designed to limit the amount of financial loss experienced by a Health Care Provider.

**Subcapitation** — A fixed per capita amount that is paid by the PH-MCO to a Network Provider for each Member identified as being in their capitation group, whether or not the Member received medical services.

**Subcontract** — A contract between the PH-MCO and an individual, business, university, governmental entity, or nonprofit organization to perform part or all of the PH-MCO's responsibilities under this Agreement. Exempt from this definition are salaried employees, utility agreements and Provider Agreements, which are not considered Subcontracts for the purpose of this Agreement and, unless otherwise specified herein, are not subject to the provisions governing Subcontracts.

**Subcontractor** — An individual or entity that has a contract a PH-MCO that relates directly or indirectly to the performance of the PH-MCO's obligation under its contract with the Department. A network provider is not a Subcontractor by virtue of the network Provider Agreement with the MCO, PIHP, or PAHP.

**Sustained Improvement** — Improvement in performance documented through continued measurement of quality indicators after the performance project, study, or quality initiative is complete.

**Substantial Financial Risk** — Financial risk set at greater than twenty-five percent (25%) of potential payments for covered services, regardless of the frequency of assessment (i.e., collection) or distribution of payments. The term "potential payments" means the maximum anticipated total payments that the physician or physician group could receive if the use or cost of referral services were significantly low. The cost of referrals, then, must not exceed that twenty-five

percent (25%) level, or else the financial arrangement is considered to put the physician or group at Substantial Financial Risk.

**Targeted Case Management Program** — A case management program for Recipients who are diagnosed with AIDS or symptomatic HIV.

**Third Party Liability** — An individual entity or program's (e.g. Medicare) other than the PH-MCO financial responsibility for all or part of a Member's health care expenses.

**Third Party Resource** — Any individual, entity or program that is liable to pay all or part of the medical cost of injury, disease or disability of a Recipient. Examples of TPR include: government insurance programs such as Medicare or CHAMPUS; private health insurance companies, or carriers; liability or casualty insurance; and court-ordered medical support.

**Title XVIII (Medicare)** — A federally-financed health insurance program administered by the CMS pursuant to 42 U.S.C. §§1395 et seq., covering almost all Americans sixty-five (65) years of age and older and certain individuals under sixty-five (65) who are disabled or have chronic kidney disease.

**Transitional Care Home** — A tertiary care center which provides medical and personal care services upon hospital discharge to children who require intensive medical care for an extended period of time to allow for the caregiver to be trained in the care of the child.

**Urgent Care Services** — Services furnished to an individual who requires services to be furnished within twenty-four (24) hours in order to avoid the likely onset of an emergency medical condition.

**Urgent Medical Condition** — An illness, injury or severe condition which under reasonable standards of medical practice, should be diagnosed and treated within a twenty-four (24) hour period and if left untreated, could rapidly become a crisis or Emergency Medical Condition. The term also includes services that are necessary to avoid a delay in hospital discharge or hospitalization.

**Utilization Management** — An objective and systematic process for planning, organizing, directing and coordinating health care resources to provide Medically Necessary, timely and quality health care services in the most cost-effective manner.

**Utilization Review Criteria** — Detailed standards, guidelines, decision algorithms, models, or informational tools that describe the clinical factors to be considered relevant to making determinations of medical necessity including, but not limited to, level of care, place of service, scope of service, and duration of service.



**Value Based Payments (VBP) Arrangements:** Agreements between the MCO and providers, which specify how providers are paid for services rendered. VBP arrangements link provider payments to the value of services provided and to relevant quality measures that are indicative of health outcomes.

**Value Based Purchasing Models:** VBP Models define a way to organize and deliver care, and may incorporate one or more VBP Payment Strategies as ways to pay providers.

**Value Based Purchasing Strategies** — Refers to the mechanism that MCOs use to pay providers (such as performance-based contracting, shared savings, shared risk, population-based payment).

**Voided Member Record** — A Member Record used by the Department to advise the PH-MCO that a certain related Member Record previously submitted by the Department to the PH-MCO should be voided. A Voided Member Record can be recognized by its illogical sequence of PH-MCO membership start and end dates with the end date preceding the Start Date.

**Waste** — The overutilization of services or other practices that result in unnecessary costs. Generally not considered caused by criminally negligent actions, but rather misuse of resources.

**All Definitions** - These definitions are case-insensitive. A defined term used in the Agreement is intended to have the meaning ascribed to such term in the Definition section of the Agreement regardless of capitalization if in the context of the provision the definition is applicable.

## **AGREEMENT and RFP ACRONYMS**

For the purpose of this Agreement and RFP, the acronyms set forth shall apply.

AAA — Area Agency on Aging  
ACA — Affordable Care Act  
AIDS — Acquired Immunodeficiency Syndrome  
ASC — Ambulatory Surgical Center  
BFM — Bureau of Fiscal Management  
BH — Behavioral Health  
BHA — Bureau of Hearings and Appeals  
BH-MCO — Behavioral Health Managed Care Organization  
BLE — Benefit Limit Exception  
BMCO — Bureau of Managed Care Operations  
BPI — Bureau of Program Integrity  
CAHPS — Consumer Assessment of Healthcare Providers and Systems  
CAO — County Assistance Office  
CBCM — Community Based Care Management  
CBO – Community Based Organization  
CEO – Chief Executive Officer  
CFO — Chief Financial Officer  
CHAMPUS — Civilian Health and Medical Program of the Uniformed Services  
CHC — Community HealthChoices  
CHS — Contract Health Services  
CIS/eCIS — Client Information System  
CLIA — Clinical Laboratory Improvement Amendment  
CLPPP — Childhood Lead Poisoning Prevention Program  
CME — Continuing Medical Education  
CMS — Centers for Medicare and Medicaid Services  
CNM — Certified Nurse Midwife  
COB — Coordination of Benefits  
CRNP — Certified Registered Nurse Practitioner  
CSP — Community Support Program  
DBM – Dental Benefits Manager  
DEA — Drug Enforcement Agency  
DESI —Drug Efficacy Study Implementation  
DHHS — U.S. Department of Health and Human Services  
DHS — Department of Human Services  
DME — Durable Medical Equipment  
DOH — Department of Health (of the Commonwealth of Pennsylvania)  
DRA — Deficit Reduction Act  
DRG — Diagnosis Related Group  
DSH — Disproportionate Share Hospital  
DUR — Drug Utilization Review  
EAP — Enrollment Assistance Program  
ED — Emergency Department

EHR — Electronic Health Record  
EMS — Emergency Medical Services  
EOB — Explanation of Benefits  
EPLS — The Excluded Parties List System  
EPSDT — Early and Periodic Screening, Diagnosis and Treatment  
EQR — External Quality Review  
EQRO — External Quality Review Organization  
EVS — Eligibility Verification System  
ERISA — Employees Retirement Income Security Act of 1974  
FDA — Food and Drug Administration  
FFP — Federal Financial Participation  
FFS — Fee-for-Service  
FQHC — Federally Qualified Health Center  
FTE — Full Time Equivalent  
FTP — File Transfer Protocol  
GA — General Assistance  
GAAP — Generally Accepted Accounting Principles  
GME — Graduate Medical Education  
HBP — Healthy Beginnings Plus  
HCAC — Health Care-Acquired Condition  
HCRP — High Cost Risk Pool  
HCRPAA — High Cost Risk Pool Allocation Amount  
HEDIS — Healthcare Effectiveness Data and Information Set  
HHS-OIG — U.S. Department of Health and Human Services-Office of Inspector General  
HIO — Health Insuring Organization  
HIPAA — Health Insurance Portability and Accountability Act  
HIPP — Health Insurance Premium Payment  
HIV — Human Immunodeficiency Virus  
HMO — Health Maintenance Organization  
IBNR — Incurred But Not Reported  
ICF/ID — Intermediate Care Facility for the Intellectually Disabled  
ICF/ORC — Intermediate Care Facility/Other Related Conditions  
ICN — Internal Control Number  
ICP — Integrated Care Program  
IGC — Initial Grievance Committee  
IHS — Indian Health Service  
IMD — Institution for Mental Diseases  
IRM — Information Resource Management  
I/T/U — Indian Tribe, Tribal Organization, or Urban Indian Organization  
JCAHO — Joint Commission on Accreditation of Healthcare Organizations  
JDC — Juvenile Detention Center  
LEIE — HHS-OIG List of Excluded Individuals and Entities  
LEP — Limited English Proficiency  
LTSS — Long-term Services and Supports  
MA — Medical Assistance

MAAC — Medical Assistance Advisory Committee  
 MAGI — Modified Adjusted Gross Income  
 MATP — Medical Assistance Transportation Program  
 MBE — Minority Business Enterprise  
 MCO — Managed Care Organization  
 MEDA — Medicaid Eligibility Determination Automation  
 MH/ID — Mental Health/Intellectual Disabilities  
 MIS — Management Information System  
 MMIS — Medicaid Management Information System  
 MPI — Master Provider Index  
 NCPDP — National Council for Prescription Drug Programs  
 NCQA — National Committee for Quality Assurance  
 NPDB — National Practitioner Data Bank  
 NPI — National Provider Identifier  
 NPPES — National Plan and the Provider Enumeration System  
 OBRA — Omnibus Budget Reconciliation Act  
 OCDEL — Office of Child Development and Early Learning  
 OCYF — Office of Children, Youth and Families  
 ODP — Office of Developmental Programs  
 OIP — Other Insurance Paid  
 OLTL — Office of Long Term Living  
 OMAP — Office of Medical Assistance Programs  
 OMHSAS — Office of Mental Health and Substance Abuse Services  
 OPPC — Other Provider-Preventable Condition  
 ORC — Other Related Conditions.  
 OTC — Over-the-Counter  
 OUD-COE — Opioid Use Disorder Centers of Excellence  
 P&T — Pharmacy & Therapeutics  
 PAHP — Prepaid Ambulatory Health Plan  
 PARP — Prior Authorization Review Panel.  
 PBM — Pharmacy Benefit Manager  
 PCP — Primary Care Practitioner  
 PCCM — Primary Care Case Manager  
 PCMH — Patient Centered Medical Home  
 PDA — Pennsylvania Department of Aging  
 PDL — Preferred Drug List  
 PERT — Program Evaluation and Review Technique  
 PH — Physical Health  
 PHDHP — Public Health Dental Hygiene Practitioners  
 PH-MCO — Physical Health Managed Care Organization  
 PHS — Public Health Service  
 PID — Pennsylvania Insurance Department  
 PIHP — Prepaid Inpatient Health Plan  
 PIP — Physician Incentive Plan  
 PIPs — Performance Improvement Projects  
 PMPM — Per Member, Per Month

POSNet — Pennsylvania Open Systems Network  
PPC — Provider Preventable Condition  
PPR — Prepayment Review  
PPS — Prospective Payment System  
PROMISe™ — Provider Reimbursement (and) Operations Management Information System electronic (format)  
PSMI — Persistent Serious Mental Illness  
PT — Provider Type  
QA — Quality Assurance  
QARI — Quality Assurance Reform Initiative  
QM — Quality Management  
QMC — Quality Management Committee  
QM/UM — Quality Management and Utilization Management  
RBUC — Reported But Unpaid Claim  
RFP — Request for Proposal  
RHC — Rural Health Centers/Clinics  
RPAA — Risk Pool Allocation Amount  
RTF — Residential Treatment Facility  
SAM — System for Award Management  
SAP — Statutory Accounting Principles  
SDOH – Social Determinants of Health  
SNU — Special Needs Unit  
SPU — Short Procedure Unit  
SSADMf — Social Security Administration’s Death Master File  
SSI — Supplemental Security Income  
SUD — Substance Use Disorder  
TANF — Temporary Assistance for Needy Families  
TCM — Targeted Case Management  
TPL — Third Party Liability  
TPR — Third Party Resources  
TTY — Text Telephone Typewriter  
UM — Utilization Management  
URCAP — Utilization Review Criteria Assessment Process  
VBM – Vision Benefit Manager  
VBP — Value Base Purchasing  
WBE — Women’s Business Enterprise  
WIC — Women, Infants and Children (Program)

## **SECTION III: RELATIONSHIP OF PARTIES**

### **A. Basic Relationship**

The PH-MCO, its employees, servants, agents, and representatives shall not be considered and shall not hold themselves out as the employees, servants, agents or representatives of the Department or the Commonwealth of Pennsylvania. The PH-MCO, its employees, servants, agents and representatives do not have the authority to bind the Department or the Commonwealth of Pennsylvania and they shall not make any claim or demand for any right or privilege applicable to an officer or employee of the Department or the Commonwealth of Pennsylvania, unless such right or privilege is expressly delegated to the PH-MCO herein. The PH-MCO shall be responsible for maintaining for its employees, and for requiring of its agents and representatives, malpractice, workers' compensation and unemployment compensation insurance in such amounts as required by law.

The PH-MCO is responsible for all taxes and withholdings of its employees. In the event that any employee or representative of the PH-MCO is deemed an employee of the Department by any taxing authority or other governmental agency, the PH-MCO will indemnify the Department for any taxes, penalties or interest imposed upon the Department by such taxing authority or other governmental agency.

### **B. Nature of Agreement**

The PH-MCO must arrange for the provision of medical and related services to Members through qualified Providers in accordance with this Agreement. In administering the HealthChoices Program, the PH-MCO must comply fully with this Agreement, including but not limited to, the operational and financial standards, as well as any functions expressly delegated to the PH-MCO herein.

The Secretary for DHS will determine the number of MCOs operating in the HealthChoices Program and may, during the term of this Agreement, enter into agreements with additional qualified MCOs who meet all established agreement, licensing and readiness review requirements.

## **SECTION IV: APPLICABLE LAWS AND REGULATIONS**

### **A. Certification and Licensing**

During the term of this Agreement, the PH-MCO must require that each of its Network Providers complies with all certification and licensing laws and regulations applicable to the profession or entity. The PH-MCO may not

employ or enter into a contractual relationship with a Health Care Provider who is precluded from participation in the MA Program or other federal health care program and is required to screen all Health Care Providers (both individual and entities), at the time of hire or contracting; and thereafter, on an ongoing monthly basis to determine if they have been excluded from participation in federal health care programs.

## **B. Specific to MA Program**

The PH-MCO will participate in the MA Program, will arrange for the provision of those medical and related services essential to the medical care of its Members, and will comply with all federal and Pennsylvania laws generally and specifically governing participation in the MA Program. The PH-MCO agrees that all services provided hereunder must be provided in the manner prescribed by 42 U.S.C. §300e(b), and warrants that the organization and operation of the PH-MCO is in compliance with 42 U.S.C. §300e(c). The PH-MCO will comply with all applicable rules, regulations, and Bulletins promulgated under such laws including, but not limited to, 42 U.S.C. §300e; 42 U.S.C. §§1396 et seq.; 62 P.S. §§101 et. seq.; 42 C.F.R. Parts 431 through 481 and 45 C.F.R Parts 74, 80, and 84, and the Department regulations as specified in Exhibit A, Managed Care Regulatory Compliance Guidelines.

In compliance with ARRA 5006(a), the PH-MCO is prohibited from imposing enrollment fees, premiums, cost sharing, or similar charges on Indians served by an Indian health care provider; Indian Health Service (IHS); an Indian Tribe, Tribal Organization, or Urban Indian Organization (I/T/U) or through referral under contract health services (CHS).

Any cost sharing imposed by the PH-MCO on enrollees is in accordance with Medicaid fee for service requirements at 42 C.F.R. §§447.50-447.82 and the Social Security Act §§1916(a)(2)(D) and (b)(2)(D).

## **C. General Laws and Regulations**

1. The PH-MCO must comply with Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000d et seq. and 2000e et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§701 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§6101 et seq.; the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq.; Section 1557 of the Patient Protection and Affordable Care Act (ACA), [42 C.F.R. 438.3(f)(1); 42 C.F.R. 438.100(d)]; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health

(HITECH) Act; the HIPAA Privacy Rule and the HIPAA Security Rule, 45 C.F.R.. Parts 160, 162, and 164 (HIPAA Regulations); the Pennsylvania Human Relations Act of 1955, 71 P.S. §§941 et seq.; Article XXI of the Insurance Company Law of 1921, as amended, 40 P.S. §§991.2102 et seq.; and Drug and Alcohol Use and Dependency Coverage Act 106 of 1989, 40 P.S. §§908-1 et seq.

The PH-MCO must comply with Commonwealth requirements and regulations pertaining to reporting and patient rights under any contract involving research, developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data.

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision, which requires compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 USC 7606), section 508 of the Clean Water Act (33 USC 1368) and Executive Order 1178.

Contracts shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

All contracts shall be in compliance with Equal Employment Opportunity (EEO) provisions.

All contracts in excess of \$2,000 shall be in compliance with the Copeland Anti-Kickback Act and the Davis-Bacon Act.

All contracts in excess of \$2,000 for construction and \$2,500 employing mechanics or laborers, shall abide by and be in compliance with the Contract Work Hours and Safety Standards.

The PH-MCO must be in compliance with the Byrd Anti-Lobbying Amendment.

2. The PH-MCO must comply with the Commonwealth's Contract Compliance Regulations that are set forth at 16 Pa. Code 49.101 and on file with the PH-MCO.
3. The PH-MCO must comply with all applicable laws, regulations, and policies of the Pennsylvania DOH and the PID.



The PH-MCO must comply with applicable Federal and State laws that pertain to Member rights and protections. The PH-MCO must require that its staff and Providers take those rights and protections into account when furnishing services to Members.

4. The PH-MCO and its Subcontractors must respect the conscience rights of individual Providers, as long as said conscience rights are made known to the PH-MCO in advance, and comply with the current Pennsylvania laws prohibiting discrimination on the basis of the refusal or willingness to provide health care services on moral or religious grounds as outlined in 40 P.S. §901.2121 and §991.2171; 43 P.S. §955.2 and 18 Pa. C.S. §3213(d).

If the PH-MCO elects not to provide, reimburse for, or provide coverage of, a counseling or referral service because of an objection on moral or religious grounds, the PH-MCO must furnish information about the services not covered in accordance with the provisions of 42 C.F.R. §438.102(b)

- To the Department
- With its Proposal in response to the RFP
- Whenever it adopts the policy during the term of the Agreement.

The PH-MCO must provide this information to potential Members before and during Enrollment. This information must be provided to Members within thirty (30) days after adopting the policy with respect to any particular service.

5. The PH-MCO must maintain the highest standards of integrity in the performance of this Agreement and must take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
6. Nothing in this Agreement shall be construed to permit or require the Department to pay for any services or items which are not or have ceased to be compensable under the laws, rules and regulations governing the MA Program at the time such services are provided.
7. The PH-MCO must comply with all applicable Federal regulations, including 42 C.F.R. §§438.726 and 438.730 describing conditions under which CMS may deny payments for new enrollees.
8. The PH-MCO must comply with all applicable Federal regulations pertaining to provider screening and enrollment, including but not limited to 42 C.F.R. §§455.414 and 455.432.

9. The PH-MCO is required under 42 C.F.R. §455.436 to check the exclusion status of the provider, persons with an ownership or control interest in the provider, and agents, and managing employees of the provider on the U.S. Department of Health and Human Services-Office of Inspector General's (HHS-OIG) List of Excluded Individuals and Entities (LEIE), the System for Award Management (SAM), the Social Security Administration's Death Master File (SSADMF), the National Plan and the Provider Enumeration System upon enrollment and re-enrollment; and check the LEIE and SAM no less frequently than monthly. The PH-MCO is required to check the SSADMF at the time of initial enrollment and re-enrollment as well as providers, owners, agents, and managing employees against the LEIE and SAM on a monthly basis.
10. The PH-MCO must comply with the requirements of 42 CFR 438.62, the Patient Protection and Affordable Care Act; Interoperability and Patient Access for Medicaid Managed Care Plans.

#### **D. Limitation on the Department's Obligations**

The obligations of the Department under this Agreement are limited and subject to the availability of funds.

#### **E. Health Care Legislation, Regulations, Policies and Procedures**

The PH-MCO will comply with future changes in federal and state law, federal and state regulations, and Department requirements and procedures related to changes in the MA Program.

#### **F. Health Information Technology and the American Recovery and Reinvestment Act of 2009 (ARRA)**

The PH-MCO will comply with future changes in federal and state law, federal and state regulations, and Department requirements and procedures related to changes in the MA Program resulting from the Department's Health Information Technology (HIT) initiatives or requirements under the State Medicaid Health IT Plan (SMHP) as approved by CMS. This includes, but is not limited to, requirements under Public Law 111-5, known as the American Recovery and Reinvestment Act of 2009, and specifically:

- 42 U.S.C. §1396b(t)

as amended and as it meets the requirements of 42 U.S.C. §1395w-4(o) and Title XIII, section 13001, known as HITECH of Public Law 111-5, known as the American Recovery and Reinvestment Act of 2009.

Should the Department provide funding to the PH-MCO to support the HIT initiative or to meet the requirements under the SMHP as approved by CMS, the PH-MCO shall at a minimum and with approval from the Department use these funds to:

- Pursue initiatives that encourage the adoption of certified Electronic Health Record technology to promote health care quality and the exchange of health care information;
- Track the meaningful use of certified Electronic Health Record technology by providers;
- Provide oversight of the initiative including, but not limited to, attesting to qualifications of providers to participate in the initiative, tracking meaningful use attestations, and other reporting mechanisms as necessary.

#### **G. Unauthorized Programs and Activities**

Should any part of the scope of work under this agreement relate to a program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the PH-MCO must do no work on that part after the effective date of the loss of program authority. The Department must adjust capitation rates to remove costs that are specific to any program or activity that is no longer authorized by law. If PH-MCO works on a program or activity no longer authorized by law after the date the legal authority for the work ends, PH-MCO will not be paid for that work. If the PH-MCO was paid in advance to work on a no-longer-authorized program or activity and under the terms of this agreement the work was to be performed after the date the legal authority ended, the payment for that work should be returned to the Department. However, if PH-MCO worked on a program or activity prior to the date legal authority ended for that program or activity, and the Department included the cost of performing that work in its payments to the PH-MCO, The PH-MCO may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

## **SECTION V: PROGRAM REQUIREMENTS**

### **A. In-Plan Services**

The PH-MCO must ensure that all services provided are Medically Necessary.

The MCO may but is not required to impose copayments, but only for those services, items, and pharmacy services that have a copayment in the MA FFS delivery system and subject to the exemptions in the MA FFS delivery system. If the MCO imposes copayments, the amount of the copayments may not exceed the amounts imposed in the MA FFS delivery system. Network Providers and other Providers that may render services under the Agreement may not deny a covered service because a Member is unable to pay the copayment amount, but the Provider may continue to attempt to collect the copayment amount.

## **1. Amount, Duration and Scope**

At a minimum, the PH-MCO must provide In-Plan Services in the amount, duration and scope set forth in the MA FFS Program and be based on the Recipient's benefit package, unless otherwise specified by the Department. This includes quantitative and non-quantitative treatment limits (QTL) (NQTL) as indicated in state statutes and regulations, the Medicaid state plan and other state policies and procedures. The PH-MCO must provide services that are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. If services or eligible consumers are added to the Pennsylvania MA Program or the HealthChoices Program, or if covered services or eligible consumers are expanded or eliminated, implementation by the PH-MCO must be on the same day as the Department's, unless the PH-MCO is notified by the Department of an alternative implementation date.

The PH-MCO may not arbitrarily deny or reduce the amount, duration or scope of a Medically Necessary service solely because of the Member's diagnosis, type of illness or condition.

Pursuant to 42 C.F.R. §438.3(e)(2)(i) – (iii), the PH-MCO may cover services or settings for enrollees that are in lieu of those covered under the Medicaid State Plan if:

- The State determines that the alternative service or setting is a medically appropriate substitute for the covered service or setting under the Medicaid State Plan.
- The State determines that the alternative service or setting is a cost effective substitute for the covered service or setting under the Medicaid State Plan.
- The enrollee is not required by the PH-MCO to use the alternative service or setting.

- The approved in lieu of services are authorized and identified in the PH-MCO contract.
- The approved in lieu of services are offered to enrollees at the option of the PH-MCO.

## **2. In-Home and Community Services**

The PH-MCO may not deny personal care services for members under the age of 21 based on the Member's diagnosis or because the need for personal care services is the result of a cognitive impairment. The personal care services may be in the form of hands-on assistance (actually performing a personal care task for a person) or cuing so that the person performs the task by him/her self.

The PH-MCO may not deny a request for Medically Necessary in-home nursing services, home health aide services, or personal care services for a Member under the age of 21 on the basis that a live-in caregiver can perform the task, unless there is a determination that the live-in caregiver is actually able and available to provide the level or extent of care that the Member needs, given the caregiver's work schedule or other responsibilities, including other responsibilities in the home.

The PH-MCO must include in its Provider Network any Home Health Agency that offers in-home nursing services, home health aide services, or personal care services for Members under the age of 21 that is enrolled in Pennsylvania Medical Assistance and is willing to comply with all of the PH-MCO's quality and non-quality contract standards, utilization management standards and accept PH-MCO rates that are consistent with reimbursement rates paid to similar In-Network Providers.

The PH-MCO must submit to the Department for prior review and written approval any Home Health Agency requests for entrance to the Network that it intends to deny based upon quality of care, program integrity or other relevant concerns.

The PH-MCO must implement a Public Health Dental Hygiene Practitioner (PHDHP) program or a dental hygienist program under the direct supervision of a dentist. The hygienists must spend the majority of their time face-to-face performing direct patient preventive care in the community.

### **3. Program Exceptions**

The PH-MCO is required to establish a Program Exception process, reviewed and approved by the Department, whereby a Provider may request coverage for items or services, which are included in the Member's benefit package but are not currently listed on the MA Program Fee Schedule. The PH-MCO must also apply the program exception process to requests to exceed limits for items or services that are on the Fee Schedule if the limits are not based in statute or regulation. These requests are recognized by the Department as a Program Exception and are described in 55 Pa. Code §1150.63.

### **4. Expanded Services**

The PH-MCO may provide expanded services subject to advance written approval by the Department. These must be services that are generally considered to have a direct relationship to the maintenance or enhancement of a Member's health status, and may include various seminars and educational programs promoting healthy living or illness prevention, memberships in health clubs and facilities promoting physical fitness and expanded eyeglass or eye care benefits. These services must be generally available to all Members and must be made available at all appropriate Network Providers. Such services cannot be tied to specific Member performance; however, the Department may grant exceptions when it believes that such performance will produce significant health improvements for Members. Previously approved services will continue to remain in effect under this Agreement, unless the PH-MCO is notified, in writing, by the Department, to discontinue the expanded service.

In order for information about expanded services to be included in any Member information provided by the PH-MCO, the PH-MCO must make the expanded services available for a minimum of one full year or until the Member information is revised, whichever is later. Upon sixty (60) days advance notice to the Department, the PH-MCO may modify or eliminate any expanded service. Such services as modified or eliminated shall supersede those specified in the Proposal. The PH-MCO must send written notice to Members and affected Providers at least thirty (30) days prior to the effective date of the change in covered services and must simultaneously amend all written materials describing its covered services or Provider Network. A change in covered services includes any reduction in services or a substantial change to the Provider Network.

## **5. Referrals**

The PH-MCO must establish and maintain a referral process to effectively utilize and manage the care of its Members. The PH-MCO may require a referral for any medical services, which cannot be provided by the PCP except where specifically provided for in this Agreement.

## **6. Self-Referral/Direct Access**

The PH-MCO may not require referrals from a PCP for certain services. A Member may self-refer for vision, dental care, obstetrical and gynecological (OB/GYN) services, providing the Member obtains the services within the Provider Network. A Member may access chiropractic services in accordance with the process set forth in MA Bulletin 99-10-12, and physical therapy services in accordance with the amended Physical Therapy Act (63 P.S. §§1301 et seq.)

The PH-MCO may not use either the referral process or Prior Authorization to manage the utilization of Family Planning Services. The PH-MCO may not restrict the right of a Member to choose a Health Care Provider for Family Planning Services and must make such services available without regard to marital status, age, sex or parenthood. Members may access at a minimum, health education and counseling necessary to make an informed choice about contraceptive methods, pregnancy testing and counseling, breast cancer screening services, basic contraceptive supplies such as oral birth control pills, diaphragms, foams, creams, jellies, condoms (male and female), Norplant, injectables, intrauterine devices, and other family planning procedures as described in Exhibit F, Family Planning Services Procedures. The PH-MCO must pay for Out-of-Network Services.

The PH-MCO must provide Members with direct access to OB/GYN services and must have a system in place that does not erect barriers to care for pregnant women and does not involve a time-consuming authorization process or unnecessary travel.

The PH-MCO must permit Members to select a Network Provider, including nurse midwives, to obtain maternity and gynecological care without prior approval from a PCP. This includes selecting a Network Provider to provide an annual well-woman gynecological visit, primary and preventive gynecology care, including a PAP smear and referrals for diagnostic testing related to maternity and gynecological care, and Medically Necessary follow-up care.

In situations where a new Member is pregnant and already receiving care from an Out-of-Network OB-GYN specialist at the time of Enrollment, the Member may continue to receive services from that specialist throughout the pregnancy and postpartum care related to the delivery, pursuant to 28 Pa. Code §9.684.

**7. Behavioral Health Services**

The PH-MCO is not responsible to provide services as set forth in the agreements between the Department and the BH-MCOs in effect at the same time as this Agreement, as outlined in Exhibit U, Behavioral Health Services.

**8. Pharmacy Services**

The PH-MCO must comply with the Department's outpatient drug services standards and requirements described in Exhibit BBB, Outpatient Drug Services.

**9. EPSDT Services**

The PH-MCO must comply with the requirements regarding EPSDT services as set forth in Exhibit J, EPSDT Guidelines.

The PH-MCO must also adhere to specific Department regulations at 55 Pa. Code Chapters 3700 and 3800 as they relate to EPSDT examination for individuals under the age of 21 and entering substitute care or a child residential facility placement.

**10. Emergency Services**

The PH-MCO must comply with the provisions of 42 U.S.C. §1396u-2(b)(2), 28 Pa. Code §9.672, and Sections 2102 and 2116 of the Insurance Company Law of 1921 as amended, 40 P.S. §991.2102 and §991.2116, pertaining to coverage and payment of Medically Necessary Emergency Services.

The PH-MCO must develop a process for paying for emergency services (including their plans, if any, to pay for triage). The PH-MCO shall pay for Emergency Services in or outside of the HealthChoices Zone (including outside of Pennsylvania). Payment for Emergency Services shall be made in accordance with applicable law.



The PH-MCO is financially responsible for the provision of Emergency Services without regard to Prior Authorization or the emergency care Provider's contractual relationship with the PH-MCO.

For emergency services rendered by a licensed emergency medical services agency, as defined in 35 Pa.C.S. § 8103, that has the ability to transport patients or is providing and billing for emergency services under an agreement with an emergency medical services agency that has that ability, the managed care plan may not deny a claim for payment solely because the enrollee did not require transport or refused to be transported.

The PH-MCO must limit the amount to be paid to Non-participating Providers of Emergency Services to no more than the amount that would have been paid for such services under the Department's FFS Program.

- Health Care Providers may initiate the necessary intervention to stabilize an Emergency Medical Condition of a Member without seeking or receiving prospective authorization by the PH-MCO. The attending physician or the Provider treating the Member is responsible for determining when the Member is sufficiently stabilized for transfer or discharge, and that determination is binding on the PH-MCO.
- The PH-MCO is responsible for all Emergency Services including those categorized as mental health or drug and alcohol except for emergency room evaluations for voluntary and involuntary commitments pursuant to 50 P.S. §§ 7101 et seq., which shall be the responsibility of the BH-MCO.

The PH-MCO may not deny payment for treatment obtained under either of the following circumstances:

- A Member has an Emergency Medical Condition, including cases in which the absence of immediate medical attention would not have placed the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.
- A representative of the PH-MCO instructs the Member to seek emergency services.

The PH-MCO may not:

- Limit what constitutes an Emergency Medical Condition with reference to the definition of “Emergency Medical Condition, Emergency Services, and Post Stabilization Services” on the basis of lists of diagnoses or symptoms.
- Refuse to cover emergency services based on the emergency room provider, hospital, or fiscal agent not notifying the Member’s Primary Care Practitioner, PH-MCO, or applicable state entity of the Member’s screening and treatment within ten (10) calendar days of presentation for emergency services.
- Hold a Member who has an Emergency Medical Condition liable for payment of subsequent screening and treatment needed to diagnose the specific condition or stabilize the patient.
- Deny a claim for payment for emergency services rendered by a licensed emergency medical services agency, as defined in 35 Pa.C.S. § 8103, that has the ability to transport patients or is providing and billing for emergency services under an agreement with an emergency medical services agency that has that ability, solely because the enrollee did not require transport or refused to be transported.

The PH-MCO must also develop a process to ensure that PCPs promptly see Members who did not require or receive hospital Emergency Services for the symptoms prompting the attempted emergency room visit.

Nothing in the above section shall be construed to imply that the PH-MCO may not:

- track, trend and profile emergency department utilization;
- retrospectively review and where appropriate, deny payment for inappropriate emergency room use;
- use all appropriate methods to encourage Members to use PCPs rather than emergency rooms for symptoms that do not qualify as an Emergency Medical Condition; or
- use a Recipient restriction methodology for Members with a history of significant inappropriate emergency department usage.

## **11. Post-Stabilization Services**

The PH-MCO must cover Post-Stabilization Services, as defined in 42 C.F.R. §438.114.

The PH-MCO must limit charges to Members for Post-Stabilization Services to an amount no greater than what the PH-MCO would charge the Member if he or she had obtained the services through a Network Provider.

The PH-MCO must cover Post-Stabilization Services without authorization, and regardless of whether the Member obtains the services within or outside its Provider Network if any of the following situations exist:

- a. The Post-Stabilization Services were administered to maintain the Member's stabilized condition within one hour of Provider's request to the PH-MCO for pre-approval of further Post-Stabilization Services.
- b. The Post-Stabilization Services were not pre-approved by the PH-MCO because the PH-MCO did not respond to the Provider's request for pre-approval of these Post-Stabilization Services within one (1) hour of the request.
- c. The Post-Stabilization Services were not pre-approved by the PH-MCO because the Provider could not reach the PH-MCO request pre-approval for the Post-Stabilization Services.
- d. The PH-MCO and the treating physician cannot reach an agreement concerning the Member's care and a PH-MCO physician is not available for consultation. In this situation, the MCO must give the treating physician the opportunity to consult with a PH-MCO physician and the treating physician may continue with care of the patient until a PH-MCO physician is reached or one of the criteria applicable to termination of PH-MCO's financial responsibility described below is met.

The PH-MCO's financial responsibility for Post-Stabilization Services it has not pre-approved ends when:

- a. A Network physician with privileges at the treating hospital assumes responsibility for the Member's care;

- b. A Network physician assumes responsibility for the Member's care through transfer;
- c. The PH-MCO and the treating physician reach an agreement concerning the Member's care; or
- d. The Member is discharged.

## **12. Examinations to Determine Abuse or Neglect**

- a. Upon notification by the County Children and Youth Agency system, the PH-MCO must provide Members under evaluation as possible victims of child abuse or neglect and who present for physical examinations for determination of abuse or neglect, with such services. These services must be performed by trained examiners in a timely manner according to the Child Protective Services Law, 23 Pa. C.S. §§6301 et seq. and Department regulations.
- b. The PH-MCO must ensure that emergency department staff and physicians know the procedures for reporting suspected abuse and neglect in addition to performing exams for Members under the care of the county Children and Youth Agency consistent with their obligations mandated in 18 Pa.C.S.A. §5106 and all other applicable statutes. This includes reporting to Adult Protective Services any suspected abuse or neglect of Members over the age of 18. These requirements must be included in all applicable Provider Agreements.
- c. Should a PCP determine that a mental health assessment is needed, the PCP must inform the Member or the County Children and Youth Agency representative how to access these mental health services and coordinate access to these services, when necessary.

## **13. Hospice Services**

The PH-MCO must provide hospice care and use certified hospice Providers in accordance with the provisions outlined at 42 C.F.R. 418.1 et seq.

Recipients who are enrolled in the Department's Hospice Program and were not previously enrolled in the HealthChoices Program will not be enrolled in HealthChoices. However, if a PH-MCO Member is determined eligible for the Department's Hospice Program after

being enrolled in the PH-MCO, the Member will remain the responsibility of the PH-MCO and will not be disenrolled from HealthChoices.

**14. Organ Transplants**

The PH-MCO will pay for transplants to the extent that the MA FFS Program pays for such transplants. When Medically Necessary, the MA FFS program currently covers the following transplants: Kidney (cadaver and living donor), kidney/pancreas, cornea, heart, heart/lung, single lung, double lung, liver (cadaver and living donor), liver/pancreas, small bowel, pancreas/small bowel, bone marrow, stem cell, pancreas, liver/small bowel transplants, and multivisceral transplants.

**15. Transportation**

The PH-MCO must provide for all Medically Necessary emergency ambulance transportation and all Medically Necessary non-emergency ambulance transportation.

Any non-emergency transportation (excluding Medically Necessary non-emergency ambulance transportation) for Members to and from MA compensable services must be arranged through the MATP. A complete description of MATP responsibilities can be found in Exhibit L, Medical Assistance Transportation Program.

**16. Waiver Services/State Plan Amendments**

**a. HIV/AIDS Targeted Case Management (TCM) Program**

The PH-MCO must provide for TCM services for persons with AIDS or symptomatic HIV, including access to needed medical and social services using the existing TCM program standards of practice followed by the Department or comparable standards approved by the Department. In addition, individuals within the PH-MCO who provide the TCM services must meet the same qualifications as those under the Department's TCM Program.

**b. Healthy Beginnings Plus (HBP) Program**

The PH-MCO must provide services that meet or exceed HBP standards in effect as defined in current or future MA Bulletins that govern the HBP Program. The PH-MCO must also continue the coordinated prenatal activities of the HBP

Program by utilizing enrolled HBP Providers or developing comparable resources. Such comparable programs will be subject to review and approval by the Department. The PH-MCO must provide a full description of its plan to provide prenatal care for pregnant women and infants in fulfillment of the HBP Program objectives for review and advance written approval by the Department. This plan must include comprehensive postpartum care.

The HBP Program also requires that high risk pregnant women should be adequately treated for substance use disorder (SUD). The PH-MCO will contract with high volume obstetrical hospitals and health systems that perform more than 900 Medicaid deliveries to establish highly coordinated health homes for pregnant Members with SUD. These health homes will be focused on identifying, initiating treatment, and referring pregnant Members for comprehensive drug and alcohol counseling services. If the PH-MCO is unsuccessful in contracting with any of the high-volume obstetrical hospitals or health systems, it must document its efforts to negotiate with the provider for review by the Department.

The PH-MCO maternity program must provide a maternal continuum of care by instituting a community-based maternal home visiting program. An in-person maternal home visiting program must be an extension of the PH-MCO's traditional case management program that transitions maternal family care to an evidence-informed or evidence-based home visiting program. The PH-MCO's must provide a full description of its community-based maternal home visiting program that fulfills the Department's HBP Program Description objectives for review and approval by the Department as per Exhibit B(5).A. Home Visiting Program.

## **17. Nursing Facility Services**

The PH-MCO is responsible for payment for nursing home care (including hospital reserve or bed hold days).

A PH-MCO may not deny or otherwise limit Medically Necessary services, such as home health services, on the grounds that the Member needs, but is not receiving, a higher level of care.

The PH-MCO must abide by the decision of the Functional Eligibility Determination process determination letter related to the need for Nursing Facility services.

The Department will not enroll Recipients who are placed into a Nursing Facility and who were not previously enrolled in the HealthChoices Physical Health Program or individuals who enter a Nursing Facility and are then determined eligible for MA in the HealthChoices Physical Health Program. If an individual leaves the Nursing Facility to reside in the HealthChoices Physical Health Zone covered by this Agreement and is then determined eligible for Enrollment into the HealthChoices Physical Health Program, the individual will be enrolled in the HealthChoices Physical Health Program.

#### **18. Benefit Limits and Benefit Limit Exceptions (BLEs)**

The PH-MCO has the option to impose the same benefit limits or lesser benefit limits as the Department. For those services that are covered in a Member's benefit package only with an approved BLE, the PH-MCO must use the same criteria as the Department or may use criteria that are less restrictive for its review of BLE requests.

The PH-MCO must establish and maintain written policies and procedures for its BLE process. The PH-MCO must receive advance written approval from the Department of these policies and procedures. The policies and procedures must comply with guidance issued by the Department. The PH-MCO's submission of revised policies and procedures for review and approval by the Department shall not act to void any existing policies and procedures which have been prior approved by the Department for operation in a HC Zone. Unless otherwise required by law, the PH-MCO may continue to operate under such existing policies and procedures until such time as the Department approves the new or revised version thereof. The Department may periodically request ad hoc information related to PH-MCO operations surrounding these BLE requests.

If the PH-MCO imposes benefit limits, the PH-MCO must issue notices to its members and notify network providers at least thirty (30) days in advance of the changes. The member notices must receive advance Department approval prior to being sent to Members.

The time frames for notices of decisions for prior authorization set forth at Section V.B.2 and V.B.3. apply to requests for BLEs. If the

PH-MCO denies a BLE request, the PH-MCO must issue a written denial notice, using the appropriate template available in DocuShare.

If the Member is currently receiving a service or item that is subject to a benefit limit and the request for a BLE is denied, and the recipient files a complaint, grievance or request for a Fair Hearing that is postmarked or hand-delivered within 10 days of the date of the notice, the PH-MCO must continue to provide the service until a decision is made.

Recipients with approved BLE's are in a course of treatment. As such, the requirements for Continuity of Care for Course of Treatment Services Not Requiring Prior Authorization for Adults Age 21 and Older and Children Under the Age of 21, set forth in MA Bulletin 99-03-13, Attachment D, apply. PH-MCOs are required to honor all approved BLE requests issued by the Fee-for-Service (FFS) program, another PH-MCO, or a CHC-MCO. The FFS delivery system and CHC-MCOs will also honor all approved BLE requests issued by PH-MCOs.

#### **19. Environmental Lead Testing**

The PH-MCO must provide for necessary comprehensive environmental lead investigations as part of covered blood lead treatment services. The PH-MCO must contract with the necessary number of MA-enrolled Comprehensive Lead Investigation Providers to ensure access to this service in all HealthChoices zones in which the PH-MCO operates. The PH-MCO will ensure that results of environmental lead investigations are shared with the referring provider and the Member (or Member's guardian).

#### **20. Opioid Use Disorder/Substance Abuse Disorder Management**

The PH-MCO must implement and maintain an opioid use disorder/substance abuse disorder (OUD/SUD) strategy for its members with OUD/SUD. The OUD/SUD strategy must address how the PH-MCO will manage their members with OUD/SUD and include initiatives similar to those described in the following links:

- Dowell D, Haegerich TM, Chou R. CDC Guideline for Prescribing Opioids for Chronic Pain — United States, 2016. MMWR Recomm Rep 2016; 65(No. RR-1):1–49. DOI: <http://dx.doi.org/10.15585/mmwr.rr6501e1>

The Pennsylvania Guidelines on the Use of Opioids to Treat Chronic Noncancer Pain. Accessed January 31, 2017,



<https://www.health.pa.gov/topics/Documents/Opioids/Non-cancer%20Pain%20Guidelines%20Final.pdf>

At a minimum, the OUD/SUD strategy must include care management initiatives, alternative treatment modalities such as pain management, strategies to address opioid related harm reduction, tapering strategies and medication assisted treatment (MAT). In addition, the PH-MCO must coordinate and collaborate with the Opioid Use Disorder Centers of Excellence for its member with OUD/SUD.

## **B. Prior Authorization of Services**

### **1. General Prior Authorization Requirements**

If the PH-MCO wishes to require Prior Authorization of any services, the PH-MCO must establish and maintain written policies and procedures which must have advance written approval by the Department. In addition, the PH-MCO must include a list and scope of services for referral and Prior Authorization, which must be included in the PH-MCO's Provider manual and Member handbook. The PH-MCO must receive advance written approval of the list and scope of services to be referred or prior authorized by the Department as outlined in Exhibit H, Prior Authorization Guidelines for Participating Managed Care Organizations in the HealthChoices Program, and Exhibit M(1), Quality Management and Utilization Management Program Requirements. The Department will consider Prior Authorization policies and procedures approved under previous HealthChoices agreements approved under this Agreement. The PH-MCO's submission of new or revised policies and procedures for PARP review and approval shall not act to void any existing, previously approved policies and procedures. Unless otherwise required by law, the PH-MCO may continue to operate under such existing policies and procedures until such time as the PARP approves the new or revised version.

The Department may subject Prior Authorization Denials issued under unapproved Prior Authorization policies to Retrospective Review and reversal and may impose sanctions and/or require corrective action plans in the event that the PH-MCO improperly implements any Prior Authorization policy or procedure or implements such policy or procedure without Department approval.

When the PH-MCO denies a request for services, the PH-MCO must issue a written notice of denial using the appropriate notice outlined in templates N(1), N(2), N(3), and N(7) which are available in

DocuShare. In addition, the PH-MCO must make the notice available in accessible formats for individuals with visual impairments and for persons with limited English proficiency. If the PH-MCO receives a request from the Member, prior to the end of the required period of advance notice, for a translated and/or accessible version of the notice of denial, the required period of advance notice will begin anew as of the date that PH-MCO mails the translated and/or accessible notice of denial to the Member.

For Children in Substitute Care, the PH-MCO must send notices to the County Children and Youth Agency with legal custody of the child or to the court-authorized juvenile probation office with primary supervision of a juvenile provided the PH-MCO knows that the child is in substitute care and the address of the legal custodian of the child.

The Department will use its best efforts to review and provide feedback to the PH-MCO (e.g., written approval, request for corrective action plan, denial, etc.) within sixty (60) days from the date the Department receives the request for review. For minor updates to existing approved Prior Authorization plans, the Department will use its best efforts to review updates within forty-five (45) days from the date the Department receives the request for review.

The PH-MCO may waive the Prior Authorization requirements for services which are required by the Department to be Prior Authorized.

## **2. Time Frames for Notice of Decisions**

- a. The PH-MCO must process each request for Prior Authorization of a service and notify the Member of the decision as expeditiously as the Member's health condition requires, or at least orally, within two (2) Business Days of receiving the request, unless additional information is needed. If no additional information is needed, the PH-MCO must mail written notice of the decision to the Member, the Member's PCP, and the prescribing Provider within two (2) Business Days after the decision is made. The PH-MCO may make notification of coverage approvals via electronic notices as permitted under 28 Pa. Code 9.753(b). If additional information is needed to make a decision, the PH-MCO must request such information from the appropriate Provider within forty-eight (48) hours of receiving the request and allow fourteen (14) days for the Provider to submit the additional information. If the PH-MCO requests additional

information, the PH-MCO must notify the Member on the date the additional information is requested, using the template, N(7) Request for Additional Information Letter available in DocuShare.

- b. If the requested information is provided within fourteen (14) days, the PH-MCO must make the decision to approve or deny the service, and notify the Member orally, within two (2) Business Days of receipt of the additional information. The PH-MCO must mail written notice of the decision to the Member, the Member's PCP, and the prescribing Provider within two (2) Business Days after the decision is made.
- c. If the requested information is not received within fourteen (14) days, the PH-MCO must make the decision to approve or deny the service based upon the available information and notify the Member orally within two (2) Business Days after the additional information was to have been received. The PH-MCO must mail written notice of the decision to the Member, the Member's PCP, and the prescribing Provider within two (2) Business Days after the decision is made.
- d. In all cases, the PH-MCO must make the decision to approve or deny a covered service or item and the Member must receive written notification of the decision no later than twenty-one (21) days from the date the PH-MCO received the request, or the service or item is automatically approved. To satisfy the twenty-one (21) day time period, the PH-MCO may mail written notice to the Member, the Member's PCP, and the prescribing Provider on or before the eighteenth (18<sup>th</sup>) day from the date the request is received. If the notice is not mailed by the eighteenth (18<sup>th</sup>) day after the request is received, the PH-MCO must hand deliver the notice to the Member, or the request is automatically approved.
- e. If the Member is currently receiving a requested service and the PH-MCO decides to deny the Prior Authorization request, the PH-MCO must mail the written notice of denial at least (10) days prior to the effective date of the denial of authorization for continued services. If probable Member fraud has been verified, the period of advance notice is shortened to five (5) days. The PH-MCO is not required to provide advance notice when it has factual information on the following:
  - confirmation of the death of a Member;
  - receipt of a clear written statement signed by a Member that she or he no longer wishes services or gives information that requires termination or reduction of

services and indicates that she or he understands that termination must be the result of supplying that information;

- the Member has been admitted to an institution where she or he is ineligible under the PH-MCO for further services;
- the Member's whereabouts are unknown and the post office returns mail directed to him or her indicating no forwarding address;
- the PH-MCO established the fact that the Member has been accepted for MA by another State; or
- a change in the level of medical care is prescribed by the Member's physician.

### **3. Prior Authorization of Outpatient Drug Services**

The PH-MCO must comply with the requirements of Exhibit BBB specific to Prior Authorization of Outpatient Drug Services.

## **C. Continuity of Care**

The PH-MCO must comply with the procedures outlined in MA Bulletin #99-96-01, Continuity of Prior Authorized Services Between FFS and Managed Care Plans and Between Managed Care Plans for Individuals Under Twenty-One (21), and MA Bulletin 99-03-13 Continuity of Care for Recipients Transferring Between and Among Fee-for-Service and Managed Care Organizations to provide for continuity of Prior Authorized Services.

The PH-MCO must comply with Section 2117 of Article XXI of the Insurance Company Law of 1921, as amended, 40 P.S. §991.2117, regarding continuity of care requirements and 28 Pa. Code §9.684 and 31 Pa. Code §154.15. The PH-MCO must comply with the procedures outlined in MA Bulletin 99-03-13, Continuity of Care for Recipients Transferring Between and Among Fee-for-Service and Managed Care Organizations, to ensure continuity of Prior Authorized Services for individuals age twenty-one (21) and older and continuity of non-prior authorized services for all Members.

The PH-MCO must implement a transition of care policy consistent with the above requirements and compliant with 42 C.F.R. 438.62 (b) (1) (2) (3).

The PH-MCO Special Needs Unit must have a resource account email box in place for receipt of transition of care documentation to ensure timely

access to all medically necessary services. The Special Needs Unit Coordinator and multiple staff must have access to this resource account.

#### **D. Coordination of Care**

The PH-MCO must coordinate care for its Members. The PH-MCO must provide for seamless and continuous coordination of care across a continuum of services for the Member with a focus on improving health care outcomes. The continuum of services may include the In-Plan comprehensive service package, out-of-plan services, and non-MA covered services provided by other community resources such as:

- Nursing Facility Care
- Intermediate Care Facility for the Intellectually Disabled/Other Related Conditions
- Residential Treatment Facility
- Acute Psychiatric Facilities
- Extended and Extended Acute Psychiatric Facilities
- Non-Hospital Residential Detoxification, Rehabilitation, and Half-Way House Facilities for Drug/Alcohol Dependence/ Addiction
- Opioid Use Disorder Centers of Excellence
- Aging Well PA/Level of Care Assessment and Pre-admission Screening Requirements
- Juvenile Detention Centers
- Children in Substitute Care Transition
- Adoption Assistance for Children and Adolescents
- Services to Dual Eligibles Under the Age of Twenty-one
- Transitional Care Homes
- Medical Foster Care Services
- Early Intervention Services (note the PH-MCO must refer for Early Intervention Services any of its Members who are children

from birth to age three (3) who are living in residential facilities. “Children living in residential facilities” describes children who are in a 24-hour living setting in which care is provided for one or more children.)

- The OBRA waiver, a home-and-community-based waiver program for individuals who have a severe developmental physical disability requiring an Intermediate Care Facility/Other Related Conditions (ICF/ORC) level of care
- Intellectual Disabilities Services (note the PH-MCO is responsible to ensure a family with a child who has or is at risk of a developmental delay is referred to the County Intellectual Disabilities office for a determination of eligibility for home and community-based services, including children living in residential facilities as described above.)
- Home-and Community-Based Waiver for Persons with Intellectual Disabilities
- Children in Residential Facilities
- Home-and Community-Based Waiver for Persons with Autism

The PH-MCO must provide the necessary related services for Members in facilities as described in Exhibit O, Description of Facilities and Related Services. Out-of-Plan Services are described in Exhibit P, Out-of-Plan Services. Recipient coverage rules are outlined in Exhibit BB, PH-MCO Recipient Coverage Document.

## **1. Coordination of Care/Letters of Agreement**

The PH-MCO must coordinate the comprehensive in-plan package with entities providing Out-of-Plan Services. To facilitate the efficient administration of the Medical Assistance Program, to enhance the treatment of Members who need Out-of-Plan services and to clearly define the roles of the entities involved in the coordination of services, the PH-MCO must enter into coordination of care letters of agreement with County Children and Youth Agencies (CCYAs), Juvenile Probation Offices (refer to Sample Model Agreement, Exhibit Q), and BH-MCOs (refer to Exhibit R, Coordination with BH-MCOs). In Addition, the PH-MCO must make a good faith effort to enter into coordination of care letters of agreement with school

districts and other public, governmental, county, and community-based service providers.

Should the PH-MCO be unable to enter into coordination of care letters of agreement as required under this Agreement, the PH-MCO must submit written justification to the Department. Justification must include all the steps taken by the PH-MCO to secure coordination of care letters of agreement, or must demonstrate an existing, ongoing, and cooperative relationship with the entity. The Department will determine whether to waive strict compliance with this requirement.

All written coordination documents developed and maintained by the PH-MCO must have advance written approval by the Department and must be reviewed and, if necessary, revised at least annually by the PH-MCO. Coordination documents must be available for review by the Department upon request.

The PH-MCO must obtain the Department's prior written approval of all written coordination documents entered into between a service provider and the PH-MCO. These coordination documents must contain, but should not be limited to, the provisions outlined in Exhibit S, Written Coordination Agreements Between PH-MCO and Service Providers, and must be submitted for final Department review and approval at least thirty (30) days prior to the operational date of Agreement. Under no circumstances may these coordination documents contain a definition of Medically Necessary other than the definition found in this Agreement.

## **2. PH-MCO and BH-MCO Coordination**

To facilitate the efficient administration of the Medical Assistance Program, to enhance the treatment of Members who need both physical health and BH services, the PH-MCO must develop and implement written agreements with each BH-MCO in the PH-MCO's zone(s) regarding the interaction and coordination of services provided to Recipients enrolled in the HealthChoices Program. These agreements must be submitted and approved by the Department. The PH-MCOs and BH-MCOs are encouraged to develop uniform coordination agreements to promote consistency in the delivery and administration of services.

The HealthChoices Program requirements covering BH Services are outlined in Exhibit U, Behavioral Health Services. The PH-MCO must work in collaboration with the BH-MCOs through participation in joint initiatives to improve overall health outcomes of its Members

and those activities that are prescribed by the Department. These joint initiatives must include at a minimum:

- a. Information exchange including the BH utilization data provided by the Department to control avoidable hospital admissions, readmissions and emergency department usage for Members with PSMI and/or substance abuse disorders.
- b. Development of specific coordination mechanisms to assess and, where appropriate, reduce the use of psychotropic medications prescribed for children, especially those in substitute care.

The PH-MCO will comply with the requirements regarding coordination of care, which are set forth in Section V.D, Coordination of Care, including those pertaining to behavioral health.

- a. The PH-MCO will, and the Department will require BH-MCOs to agree, to submit to a binding independent arbitration process in the event of a dispute between the PH-MCO and a BH-MCO concerning their respective obligations under this Agreement and the Behavioral HealthChoices agreement. The mutual agreement of the PH-MCO and a BH-MCO to such an arbitration process must be evidenced by and included in the written agreement between the PH-MCO and the BH-MCO.
- b. Exhibit BBB contains additional requirements specific to Outpatient Drug Services.

### **3. Disability Advocacy Program**

The PH-MCO must cooperate with the Department's Disability Advocacy Program that provides assistance to Members in applying for SSI or Social Security Disability benefits by sharing member-specific information and performing coordination activities as requested by the Department, on a case by case basis.

## **E. PH-MCO Responsibility for Reportable Conditions**

The PH-MCO must work with DOH State and District Office Epidemiologists in partnership with the designated county/municipal health department staffs to ensure that reportable conditions are appropriately reported in accordance with 28 Pa. Code §27.1 et seq. The PH-MCO must designate a single contact person to facilitate the implementation of this requirement.



## **F. Member Enrollment and Disenrollment**

### **1. General**

The PH-MCO is prohibited from restricting its Members from changing PH-MCOs for any reason. The MA Consumer has the right to initiate a change in PH-MCOs at any time.

The PH-MCO is prohibited from offering or exchanging financial payments, incentives, commissions, etc., to any other PH-MCO (not receiving an agreement to operate under the HealthChoices Program or not choosing to continue a relationship with the Department) for the exchange of information on the terminating PH-MCO's membership. This includes offering incentives to a terminating PH-MCO to recommend that its membership join the PH-MCO offering the incentives. This section does not prohibit making a payment in connection with a transfer, which has received the Department's prior written approval, of the rights and obligations to another entity.

The Department will disenroll Members from a PH-MCO when there is a change in residence which places the Member outside the HC Zone(s) covered by this Agreement, as indicated on the individual county file maintained by the Department's Office of Income Maintenance.

The Department has implemented a process to enroll Members transferring from one HC Zone to another with the same PH-MCO, provided that the PH-MCO operates in both HC Zones.

### **2. PH-MCO Outreach Materials**

Upon request by the Department, the PH-MCO must develop outreach materials such as pamphlets and brochures which can be used by the EAP broker to assist Recipients in choosing a PH-MCO and PCP. The PH-MCO must develop such materials for the HealthChoices Program in the form and context required by the Department. The Department must approve such materials in writing prior to their use. The Department's review will be conducted within thirty (30) calendar days and approval will not be unreasonably withheld.

The PH-MCO is prohibited from distributing directly or through any agent or independent contractor, outreach materials without advance written approval of the Department. In addition, the PH-MCO must comply with the following guidelines and/or restrictions.

- a. The PH-MCO may not seek to influence an individual's Enrollment with the PH-MCO in conjunction with the sale of any other insurance.
- b. The PH-MCO must comply with the Enrollment procedures established by the Department in order to ensure that, before the individual is enrolled with the PH-MCO, the individual is provided accurate oral and written information sufficient to make an informed decision on whether to enroll.
- c. The PH-MCO must not directly or indirectly conduct door-to-door, telephone, email, texting, or other cold-call marketing activities.
- d. The PH-MCO must ensure that all outreach plans, procedures and materials are accurate and do not mislead, confuse or defraud either the Recipient or the Department. Refer to Exhibit X, HealthChoices MCO Guidelines for Advertising, Sponsorships, and Outreach.

### **3. PH-MCO Outreach Activities**

The PH-MCO must comply with the following:

- a. The PH-MCO is prohibited from engaging in any marketing activities associated with Enrollment into a PH-MCO in any HealthChoices Zone, with the exceptions listed in 3b through 3f below.

The PH-MCO is also prohibited from subcontracting with an outside entity to engage in outreach activities associated with any form of Enrollment to eligible or potential Recipients. The PH-MCO must not engage in outreach activities associated with Enrollments, which include but are not limited to, the following locations and activities:

- CAOs
- Providers' offices
- Malls/Commercial or retail establishments
- Hospitals
- Check cashing establishments

- Door-to-door visitations
  - Telemarketing
  - Community Centers
  - Churches
  - Direct Mail
- b. The PH-MCO, either individually or as a joint effort with other PH-MCOs in the HealthChoices Zone, may use but not be limited to commonly accepted media methods for the advertisement of quality initiatives, educational outreach, and health-related materials and activities.

The PH-MCO must not include, in administrative costs reported to the Department, the cost of advertisements in mass media, including but not limited to television, radio, billboards, the Internet and printed media for purposes other than noted above unless specific prior approval is provided by the Department.

The PH-MCO must obtain from the Department advance written approval of any advertising placed in mass media for any reason by the PH-MCO.

- c. The PH-MCO may participate in or sponsor health fairs or community events. The Department may set limits on contributions and/or payments made to non-profit groups in connection with health fairs or community events and requires advance written approval for contributions and/or payments of \$2,000.00 or more. The Department will consider such participation or sponsorship when a written request is submitted thirty (30) calendar days in advance of the event, thus allowing the Department reasonable time to review the request and provide timely advance written approval. All contributions/payments are subject to financial audit by the Department.
- d. The PH-MCO may offer items of little or no intrinsic value (i.e., trinkets with promotional PH-MCO logos) at health fairs or other approved community events. Such items must be made available to the general public, not to exceed \$5.00 in retail value and must not be connected in any way to PH-MCO

Enrollment activity. All such items are subject to advance written approval by the Department.

- e. The PH-MCO may offer Members health-related services in excess of those required by the Department and is permitted to feature such expanded services in approved outreach materials. All such expanded services are subject to advance written approval by the Department and must meet the requirements of Section V.A.4., Expanded Services.
- f. The PH-MCO may offer Members consumer incentives only if they are directly related to improving health outcomes. The incentive cannot be used to influence a Member to receive any item or service from a particular Provider, practitioner or supplier. In addition, the incentive cannot exceed the total cost of the service being provided. The PH-MCO must receive advance written approval from the Department prior to offering a Member incentive.
- g. Unless approved by the Department, PH-MCOs are not permitted to directly provide products of value unless they are health related and are prescribed by a licensed Provider.
- h. PH-MCOs may not offer Member coupons for products of value.
- i. The Department may review any and all outreach activities and advertising materials and procedures used by the PH-MCO, including all outreach activities, advertising materials, and corporate initiatives that are likely to reach MA Recipients. In addition to any other sanctions, the Department may impose monetary or restricted Enrollment sanctions should the PH-MCO be found to be using unapproved outreach materials or engaging in unapproved outreach practices. The Department may suspend all outreach activities and the completion of applications for new Members. Such suspensions may be imposed for a period of up to sixty (60) days from notification by the Department to the PH-MCO citing the violation.
- j. The PH-MCO is prohibited from distributing, directly or through any agent or independent contractor, outreach materials that contain false or misleading information.
- k. The PH-MCO must not, under any conditions use the Department's CIS/eCIS to identify and market to Recipients

participating in the MA FFS Program or enrolled in another PH-MCO. The PH-MCO must not share or sell Recipient lists with other organizations for any purpose, with the limited permissible exception of sharing Member information with affiliated entities and/or Subcontractors under Department-approved arrangements to fulfill the requirements of this Agreement.

- I. The PH-MCO must submit a plan for advertising, sponsorship, and outreach procedures to the Department for advance written approval in accordance with the guidelines outlined in Exhibit X, HealthChoices PH-MCO Guidelines for Advertising, Sponsorships, and Outreach.

#### **4. Limited English Proficiency (LEP) Requirements**

During the Enrollment Process, the PH-MCO and/or the Department's Enrollment Specialists must seek to identify Members who speak a language other than English as their first language.

Upon a Member's request, the PH-MCO must provide, at no cost to Members, oral interpretation services in the requested language or sign language interpreter services to meet the needs of the Members. These services must also include all services dictated by federal requirements for translation services designated to the PH-MCO providers if the provider is unable or unwilling to provide these services.

The PH-MCO must make all vital documents disseminated to English speaking Members available in alternative languages, upon request of a Member. Documents may be deemed vital if related to the access to programs and services and may include informational material. Vital documents include but are not limited to Complaint and grievance notices, adverse benefit determinations and termination notices, and Provider Directories and Member Handbooks. The PH-MCO must include appropriate instructions on all materials about how to access, or receive assistance with accessing, desired materials in an alternate language. This information must also be posted on the PH-MCO's web site.

The notice of nondiscrimination and the taglines must be posted on physical locations where PH-MCO, contractors, and entities interact with the public.

#### **5. Alternate Format Requirements**

The PH-MCO must provide alternative methods of communication for Members who are visually or hearing impaired, including Braille, audio tapes, large print (minimum 18 point font), compact disc, DVD, computer diskette, and/or electronic communication. The PH-MCO must, upon request from the Member, make all written materials disseminated to Members accessible to visually impaired Members. The PH-MCO must provide TTY and/or Pennsylvania Telecommunication Relay Service for communicating with Members who are deaf or hearing impaired, upon request.

The PH-MCO must include appropriate instructions on all materials about how to access, or receive assistance with accessing, desired materials in an alternate format.

- These materials must be in a format that is readily accessible
- The information must be placed in a location on the PH-MCOs website that is prominent and readily accessible
- The information must be provided in an electronic form which can be electronically retained and printed
- The information is consistent with content and language requirements
- The PH-MCO must notify the enrollee that the information is available in paper form without charge upon request
- The PH-MCO must provide, upon request, the information in paper form within 5 business days

## **6. PH-MCO Enrollment Procedures**

The PH-MCO must have in effect written administrative policies and procedures for newly enrolled Members. The PH-MCO must also provide written policies and procedures for coordinating Enrollment information with the Department's EAP broker. The PH-MCO must receive advance written approval from the Department regarding these policies and procedures. The PH-MCO's submission of new or revised policies and procedures for review and approval by the Department shall not act to void any existing policies and procedures which have been prior approved by the Department for operation in a HealthChoices Zone. Unless otherwise required by law, the PH-MCO may continue to operate under such existing policies and procedures until such time as the Department approves the new or revised version thereof.

The PH-MCO must enroll any eligible Recipient who selects or is assigned to the PH-MCO in accordance with the Enrollment/Disenrollment dating rules that are determined and provided by the Department on the Pennsylvania HealthChoices Extranet site and in Exhibit Z, Automatic Assignment, regardless of the Recipient's race, color, creed, religion, age, sex, national origin, ancestry, marital status, sexual orientation, gender identity, income status, program membership, Grievance status, MA category status, health status, pre-existing condition, physical or mental disability or anticipated need for health care.

## **7. Enrollment of Newborns**

The PH-MCO must have written administrative policies and procedures to enroll and provide all Medically Necessary services to newborn infants of Members, effective from the time of birth, without delay, in accordance with Section V.F.12, Services for New Members, and Exhibit BB, PH-MCO Recipient Coverage Document. The PH-MCO must receive advance written approval from the Department regarding these policies and procedures.

The PH-MCO must notify the Department if there are errors or inconsistencies in the newborn's MA or PH-MCO eligibility dates per the established procedures found on the Pennsylvania HealthChoices Extranet.

For pregnant members, the PH-MCO must make every effort to identify what PCP/pediatrician the mother chooses to use for the newborn prior to the birth, so that this chosen Provider can be assigned to the newborn on the date of birth.

The PH-MCO is not responsible for the payment of newborn metabolic screenings.

## **8. Transitioning Members Between PH-MCOs**

It may be necessary to transition a Member between PH-MCOs. Members with Special Needs should be assisted by the SNU(s) to facilitate a seamless transition. The PH-MCO must follow the Department's established procedures as outlined in Exhibit BB of this Agreement, MCO Recipient Coverage Document.

## **9. Change in Status**

The PH-MCO must report the following to the Department on a weekly Enrollment/Disenrollment/Alert file: pregnancy (not on

CIS/eCIS), death (not on CIS/eCIS), newborn (not on CIS/eCIS) and return mail alerts in accordance with Section VIII.B.5, Alerts.

The PH-MCO must report Member status changes to the appropriate CAO using the CAO Notification Form within ten (10) Business Days of their becoming known. These changes include phone number, address, pregnancy, death and family addition/deletion. The PH-MCO must also provide a detailed explanation of how the information was verified.

## **10. Membership Files**

### **a. Monthly File**

The Department will provide a Monthly 834 Eligibility File to each PH-MCO on the next to the last Saturday of each month. The file contains the MA Eligibility Period, PH-MCO coverage, BH-MCO coverage and other Recipient demographic information. It will contain only the most current record for each HealthChoices Recipient where the Member is both MA and Managed Care eligible at some point in the following month. The PH-MCO must reconcile this membership file against its internal membership data and notify the Department of any discrepancies within thirty (30) Business Days.

The PH-MCO is not responsible for Members not included on this file with an indication of prospective coverage unless a subsequent Daily 834 Eligibility File indicates otherwise. The PH-MCO is not responsible for Members with an indication of future month coverage if a Daily 834 Eligibility File received by the PH-MCO prior to the beginning of the future month indicates otherwise.

### **b. Daily File**

The Department will provide a Daily 834 Eligibility File to the PH-MCO that contains one record for each action taken in CIS/eCIS for each HealthChoices Recipient where data for that Recipient has changed that day. The file will contain add, termination and change records, but will not contain BH-related information. The file contains demographic changes, eligibility changes, Enrollment changes, Members enrolled through the automatic assignment process, and TPL information. The PH-MCO must process this file within twenty-four (24) hours of receipt.



The PH-MCO must reconcile this file against its internal membership information and notify the Department of any discrepancies within thirty (30) Business Days.

## **11. Enrollment and Disenrollment Updates**

### **a. Weekly Enrollment/Disenrollment/Alert Reconciliation File**

The Department will provide a weekly file with information on Members enrolled or disenrolled in PH and the dispositions of Alerts previously submitted by the PH-MCO. The PH-MCO must use this file to reconcile Alerts submitted to the Department.

### **b. Disenrollment Effective Dates**

Member disenrollment will become effective on the date specified by the Department. The PH-MCO must have written policies and procedures for complying with disenrollment decisions made by the Department. Policies and procedures must be approved by the Department.

### **c. Discharge/Transition Planning**

When any Member is disenrolled from the PH-MCO because of:

- Admission to or length of stay in a facility,
- A waiver program eligibility which makes the Member exempt from the HealthChoices Program, or
- A child's placement in substitute care outside the HealthChoices Zone(s) covered by this Agreement,

the PH-MCO from which the Member disenrolled remains responsible for participating in discharge/transition planning for up to six (6) months from the initial date of Disenrollment. The PH-MCO must remain the Recipient's PH-MCO upon discharge (upon returning to the HealthChoices Zone covered by this Agreement), unless the Recipient chooses a different PH-MCO or is determined to no longer be eligible for participation in HealthChoices, provided that the Recipient is

discharged within six (6) months of the initial PH-MCO Disenrollment date.

If the Recipient chooses a different PH-MCO, the gaining PH-MCO must participate in the discharge/transition planning upon notification that the Recipient has chosen its PH-MCO.

## **12. Services for New Members**

The PH-MCO must make available the full scope of benefits to which a Member is entitled from the effective Enrollment date provided by the Department.

The PH-MCO must make a best effort to conduct an initial screening of each member's needs, within 90 days of the effective date of enrollment for all new members, including subsequent attempts if the initial attempt to contact the member is unsuccessful. The PH-MCO must share with DHS or any other MCO serving the member the results of any identification and assessment of that member's needs to prevent duplication of those activities. The PH-MCO will collaborate with the Department to develop, adopt and disseminate a Social Determinants of Health assessment tool.

The PH-MCO must use pertinent demographic information about the Recipient, i.e., Special Needs data collected through the EAP or directly indicated to the PH-MCO by the Recipient after Enrollment, upon the new Member's effective Enrollment date in the PH-MCO. If a Special Need is indicated, the PH-MCO must place a Special Needs indicator on the Member's record and must outreach to that Member to identify their Special Need or circumstance. The PH-MCO must assure that the Member's needs are adequately addressed including the assignment of a Special Needs or Care Management case manager as appropriate.

The PH-MCO must comply with access standards as required in Exhibit AAA, as applicable, Provider Network Composition/Service Access and follow the appointment standards described in Exhibit AAA, as applicable, when an appointment is requested by a Member.

## **13. New Member Orientation**

The PH-MCO must have written policies and procedures for new Members or a written orientation plan or program that includes:

- Orienting new Members to their benefits (e.g., prenatal care, dental care, and specialty care),

- Educational and preventative care programs that include an emphasis on health promotion, wellness and healthy lifestyles and practices,
- Education of members on how they can report suspected fraud, waste and abuse,
- The proper use of the PH-MCO identification card and the Department's ACCESS Card,
- The role of the PCP,
- What to do in an emergency or urgent medical situation,
- How to utilize services in other circumstances,
- How to request information from the PH-MCO
- How to register a Complaint, file a Grievance or request a DHS Fair Hearing, and
- Information on the existence and function of the SNU and how to contact it, if necessary.

The PH-MCO must obtain the Department advance written approval of these policies and procedures.

The PH-MCO is prohibited from contacting a potential Member who is identified on the Daily Membership File with an automatic assignment indicator (either an "A" auto assigned or "M" Member assigned) until five (5) Business Days before the effective date of the Member's Enrollment unless it is the PH-MCO's responsibility under this Agreement; or at the request of the Department.

#### **14. PH-MCO Identification Cards**

The PH-MCO must issue its own identification card to Members. The Department also issues an identification card, called an ACCESS Card, to each Recipient, which the Member is required to use when accessing services. Providers must use this card to access the Department's EVS and to verify the Member's eligibility. The ACCESS Card will allow the Provider the capacity to access the most current eligibility information without contacting the PH-MCO directly.

## **15. Member Handbook**

The PH-MCO must provide a Member handbook, or other written materials, with information on Member rights and protections and how to access services, in the appropriate language or alternate format to Members within five (5) Business Days of a Member's effective date of Enrollment. The PH-MCO may provide the Member handbook in formats other than hard copy. If this option is exercised, the PH-MCO must inform Members what formats are available and how to access each format. The PH-MCO must maintain documentation verifying that the Member handbook is reviewed for accuracy at least once a year, and that all necessary modifications have been made. The PH-MCO must notify all Members on an annual basis of any changes made, and the formats and methods available to access the handbook. Upon request, the PH-MCO must provide a hard copy version of the Member handbook to the Member. The PH-MCO is required to provide adult enrollees with written information on advance directives policies and include description of applicable state law. The PH-MCO is required to reflect changes in state law in its written advance directives information as soon as possible, but no later than 90 days after the effective date of the change.

### **a. Member Handbook Requirements**

- i. The PH-MCO must provide that the Member handbook is written at no higher than a sixth-grade reading level and includes, at a minimum, the information outlined in the PH-MCO Member Handbook Template as issued by DHS.
- ii. The PH-MCO must notify members at least thirty (30) days in advance of the effective date of a significant change in the member handbook.
- iii. The PH-MCOs must have written policies guaranteeing each enrollee's right to be treated with respect and with due consideration for his or her dignity and privacy.
- iv. The PH-MCOs must have written policies guaranteeing each enrollee's right to receive information on available treatment options and alternatives, presented in a manner appropriate to the enrollee's condition and ability to understand.

- v. The PH-MCOs must have written policies guaranteeing each enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment.
- vi. The PH-MCOs must have written policies guaranteeing each enrollee's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation.
- vii. The PH-MCOs must have written policies guaranteeing each enrollee's right to request and receive a copy of his or her medical records, and to request that they be amended or corrected.
- viii. The PH-MCOs must ensure that each enrollee is free to exercise his or her rights without the PH-MCO or its network providers treating the enrollee adversely.

**b. Department Approval**

The PH-MCO must submit Member handbook to the Department for advance written approval prior to distribution to Members. The PH-MCO must make modifications in the language contained in the Member handbook if ordered by the Department so as to comply with the requirements described in Section V.F.15.a., Member Handbook Requirements, above.

**16. Provider Directories**

The PH-MCO must make available directories for all types of Network Providers, including, but not limited to: PCPs, hospitals, specialists, Providers of ancillary services, Nursing Facilities, etc.

The PH-MCO must utilize a web-based Provider directory. The PH-MCO must establish a process to ensure the accuracy of electronically posted content, including a method to monitor and update changes in Provider information. The PH-MCO must perform monthly reviews of the web-based Provider directory, subject to random monitoring by the Department to ensure complete and accurate entries.

The PH-MCO must provide the EAP broker with an updated electronic version of its Provider directory at a minimum on a weekly

basis. This will include information regarding terminations, additions, PCPs and specialists not accepting new assignments, and other information determined by the Department to be necessary. The PH-MCO must utilize the file layout and format specified by the Department. The format must include, but not be limited to the following:

- Correct PROMISe™ Provider ID
- All Providers in the PH-MCO's Network
- The location where the PCP will see Members, as well as whether the PCP has evening and/or weekend hours
- Wheel chair accessibility of Provider sites
- Language indicators including non-English language spoken by current Providers in the Member's service area.
- Must be in machine readable format

A PH-MCO will not be certified as "ready" without the completion of the electronic Provider directory component as determined and provided by the Department on the Pennsylvania HealthChoices Extranet site.

The PH-MCO must notify its Members annually of their right to request and obtain Provider directories. Upon request, the PH-MCO must provide its Members with directories for PCPs, dentists, specialists, hospitals, and Providers of ancillary services, which include, at a minimum, the information listed in Exhibit FF of this Agreement, PCP, Dentists, Specialists and Providers of Ancillary Services Directories. Upon request from the Member, the PH-MCO may print the most recent electronic version from their Provider file and mail it to the Member.

The PH-MCO must submit PCP, specialist, and Provider of ancillary services directories to the Department for advance written approval before distribution to its Members if there are significant format changes to the directory. The PH-MCO also must make modifications to its Provider directories if ordered by the Department.

## **17. Member Disenrollment**

The PH-MCO may not request Disenrollment of a Member because of an adverse change in the Member's health status, or because of

the Member's utilization of medical services, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her Special Needs. The PH-MCO may not reassign or remove Members involuntarily from Network Providers who are willing and able to serve the Member.

## **G. Member Services**

### **1. General**

The PH-MCO's Member services functions must be operational at a minimum during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday) and one (1) evening per week (5:00 p.m. to 8:00 p.m.) or one (1) weekend per month to address non-emergency problems encountered by Members. The PH-MCO must have arrangements to receive, identify, and resolve in a timely manner Emergency Member Issues on a twenty-four (24) hour, seven (7) day-a-week basis. The PH-MCO's Member services functions must include, but are not limited to, the following:

- Explaining the operation of the PH-MCO and assisting Members in the selection of a PCP.
- Assisting Members with making appointments and obtaining services, including interpreter services, as needed.
- Assisting with arranging transportation for Members through the MATP. See Section V.A.15., Transportation and Exhibit L, Medical Assistance Transportation Program.
- Receiving, identifying and resolving Emergency Member Issues.

Under no circumstances will unlicensed Member services staff provide health-related advice to Members requesting clinical information. The PH-MCO must require that all such inquiries are addressed by clinical personnel acting within the scope of their licensure to practice a health-related profession.

The PH-MCO must forward all calls received by the Member services area in which the caller requests the Special Needs Unit to the SNU. In the event the call is received beyond the hours of availability of the SNU, The PH-MCO's SNU must allow the Member to leave a message. The SNU must return the call as soon as possible but no longer than two (2) business days from the receipt of the call.

## **2. PH-MCO Internal Member Dedicated Hotline**

The PH-MCO must maintain and staff a twenty-four (24) hour, seven (7) day-a-week toll-free dedicated hotline to respond to Members' inquiries, issues and problems regarding services. The PH-MCO's internal Member hotline staff are required to ask the callers whether or not they are satisfied with the response given to their call. The PH-MCO must document all calls and if the caller is not satisfied, the PH-MCO must refer the call to the appropriate individual within the PH-MCO for follow-up and/or resolution. This referral must take place within forty-eight (48) hours of the call.

The PH-MCO must provide the Department with the capability to monitor the PH-MCO's Member services and internal Member dedicated hotline from each of the PH-MCO's offices. The Department will only monitor calls from HealthChoices Members or their representatives and will cease all monitoring activity as soon as it becomes apparent that the call is not related to a HealthChoices Member.

The PH-MCO is not permitted to utilize electronic call answering methods, as a substitute for staff persons, to perform this service. The PH-MCO must ensure that its dedicated hotline meets the following Member services performance standards:

- Provides for a dedicated phone line for its Members.
- Provide for necessary translation and interpreter assistance for LEP Members.
- Be staffed by individuals trained in:
  - Cultural Competency;
  - addressing the needs of special populations;
  - the availability of and the functions of the SNU;
  - the services which the PH-MCO is required to make available to all Members; and
  - the availability of social services within the community.
- Be staffed with representatives familiar with accessing medical transportation.
- Be staffed with adequate service representatives to ensure an abandonment rate of less than or equal to five percent (5%) of the total calls.



- Be staffed with adequate service representatives to ensure that at least 85% of all calls are answered within thirty (30) seconds.
- Provide for TTY and/or Pennsylvania Telecommunication Relay Service availability for Members who are Deaf or hard of hearing.

### **3. Education and Outreach/Health Education Advisory Committee**

The PH-MCO must develop and implement effective Member education and outreach programs that may include health education programs focusing on the leading causes of hospitalization and emergency room use, and health initiatives that target Members with Special Needs, including but not limited to: HIV/AIDS, Intellectual/Developmental Disabilities, Dual Eligibles, etc.

The PH-MCO must establish and maintain a Health Education Advisory Committee that includes Members and Providers of the community to advise on the health education needs of HealthChoices Members. Representation on this Committee must include, but not be limited to, women, minorities, persons with Special Needs and at least one (1) person with expertise on the medical needs of children with Special Needs. Provider representation includes physical health, behavioral health, and dental health Providers. The PH-MCO must provide the Department annually with the membership (including designation) and meeting schedule of the Health Education Advisory Committee.

The PH-MCO must provide for and document coordination of health education materials, activities and programs with public health entities, particularly as they relate to public health priorities and population-based interventions that are relevant to the populations being served and that take into consideration the ability of these populations to understand and act upon health information. The PH-MCO must also work with the Department to ensure that its Health Education Advisory Committees are provided with an effective means to consult with each other and, when appropriate, coordinate efforts and resources for the benefit of the entire HealthChoices population in the HC Zone and/or populations with Special Needs.

The PH-MCO must provide the Department with a written description of all planned health education activities and targeted implementation dates on an annual basis.

### **4. Informational Materials**

The PH-MCO must distribute Member newsletters at least three times each year to each Member household. The PH-MCO may provide Member newsletters in formats other than hard copy but must provide a hard copy to a Member who asks for one. The PH-MCO must obtain advance written approval from the Department of all Member newsletters, and will be required to add information provided by the Department related to Departmental initiatives. The PH-MCO must post the Department-approved Member newsletters in an easily accessible location on the PH-MCO's website. The PH-MCO must notify all Members of the availability and methods to access each Member newsletter.

The PH-MCO must obtain advance written approval from the Department to use Member or HealthChoices Program related information on electronic web sites and bulletin boards which are accessible to the public or to the PH-MCO's Members.

The PH-MCO must provide, all written materials for potential enrollees and enrollees using a font size no smaller than 12 point.

If the PH-MCO uses any of the terms included in Exhibit AA in a written communication with a potential Member or a Member, the PH-MCO's use of the term must be consistent with the definition included in Exhibit AA.

## **H. Additional Addressee**

The PH-MCO must have administrative mechanisms for sending copies of information, notices and other written materials to a designated third party upon the request and signed consent of the Member. The PH-MCO must develop plans to process such individual requests and for obtaining the necessary releases signed by the Member to ensure that the Member's rights regarding confidentiality are maintained.

## **I. Member Complaint, Grievance and DHS Fair Hearing Process**

### **1. Member Complaint, Grievance and DHS Fair Hearing Process**

The PH-MCO must develop, implement, and maintain a Complaint and Grievance process that provides for settlement of Members' Complaints and Grievances and the processing of requests for DHS Fair Hearings as outlined in Exhibit GG, Complaint, Grievance, and DHS Fair Hearing Processes. The PH-MCO must use the required templates to inform Members regarding decisions and the process. Templates GG(1) through GG(20) are available in Docushare.

The PH-MCO must have written policies and procedures approved by the Department, for resolving Member Complaints and for processing Grievances and DHS Fair Hearing requests, that meet the requirements established by the Department and the provisions of 40 P.S. §991.2101 et seq. (known as Act 68), Pennsylvania DOH regulations (28 Pa. Code Chapter 9), PID regulations (31 Pa. Code CHs. 154 and 301) and 42 C.F.R. §431.200 et seq. The PH-MCO must also comply with 55 Pa. Code Chapter 275 regarding DHS Fair Hearing Requests and 42 C.F.R. §438.406(b).

The PH-MCO's submission of new or revised policies and procedures for review and approval by the Department shall not act to void any existing policies and procedures which have been prior approved by the Department. Unless otherwise required by law, the PH-MCO may continue to operate under such existing policies and procedures until such time as the Department approves the new or revised version.

The PH-MCO must require each of its Subcontractors to comply with the Member Complaint, Grievance, and DHS Fair Hearing Process. This includes reporting requirements established by the PH-MCO, which have received advance written approval by the Department. The PH-MCO must provide to the Department for approval, its written procedures governing the resolution of Complaints and Grievances and the processing of DHS Fair Hearing requests. There must be no delegation of the Complaint, Grievance and Fair Hearing process to a Subcontractor without prior written approval of the Department.

PH-MCO must adhere to the mechanisms and time-frames for reporting member complaints and grievances to the Department in the manner The Department has determined.

The PH-MCO must abide by the final decision of the DOH when a Member has filed an external appeal of a second level Complaint decision.

When a Member files an external appeal of a Grievance decision, the PH-MCO must abide by the decision of the DOH's certified review entity (CRE), which was assigned to conduct the independent external review, unless appealed to the court of competent jurisdiction.

The PH-MCO must abide by the final decision of BHA for those cases when a Member has requested a DHS Fair Hearing, unless requesting reconsideration by the Secretary of the Department. Only

the Member may appeal to Commonwealth Court. The decisions of the Secretary and the Court are binding on the PH-MCO.

## **2. DHS Fair Hearing Process for Members**

During all phases of the PH-MCO Grievance process, and in instances involving Complaints related to adverse benefit determinations, the Member has the right to request a Fair Hearing with the Department. The PH-MCO must comply with the DHS Fair Hearing Process requirements defined in Exhibit GG of this Agreement, Complaint, Grievance and DHS Fair Hearing Processes.

A request for a DHS Fair Hearing does not prevent a Member from also utilizing the PH-MCO's Complaint or Grievance process. If a Member requests both an external appeal/review and a DHS Fair Hearing, and if the decisions rendered are in conflict with one another, the PH-MCO must abide by the decision most favorable to the Member. In the event of a dispute or uncertainty regarding which decision is most favorable to the Member, the PH-MCO will submit the matter to DHS' Grievance and Appeals Coordinator for review and resolution.

## **J. OMAP Hotlines**

The PH-MCO will cooperate with the functions of OMAP's Hotlines, which are intended to address clinically-related systems issues encountered by Recipients and their advocates or Providers.

## **K. Provider Dispute Resolution System**

The PH-MCO must develop, implement, and maintain a Provider Dispute Resolution Process, which provides for informal resolution of Provider Disputes at the lowest level and a formal process for Provider Appeals. The resolution of all issues regarding the interpretation of Department-approved Provider Agreements must be handled between the two (2) entities and shall not involve the Department; therefore, these are not within the scope of the Department's BHA. Additionally, the Department's BHA or its designee is not an appropriate forum for Provider Disputes/Appeals with the PH-MCO.

Prior to implementation, the PH-MCO must submit to the Department, their policies and procedures relating to the resolution of Provider Disputes/Provider Appeals for approval. Any changes made to the Provider Disputes/Provider Appeals policies and procedures must be submitted to the Department for approval prior to implementation of the changes.

The PH-MCO's submission of new or revised policies and procedures for review and approval by the Department shall not act to void any existing policies and procedures which have been prior approved by the Department. Unless otherwise required by law, the PH-MCO may continue to operate under such existing policies and procedures until such time as the Department approves the new or revised version thereof.

The PH-MCO's Provider Disputes/Provider Appeals policies and procedures must include at a minimum:

- Informal and formal processes for settlement of Provider Disputes;
- Acceptance and usage of the Department's definition of Provider Appeals and Provider Disputes;
- Timeframes for submission and resolution of Provider Disputes/Provider Appeals;
- Processes to ensure equitability for all Providers;
- Mechanisms and time-frames for reporting Provider Appeal decisions to PH-MCO administration, QM, Provider Relations and the Department; and
- Establishment of a PH-MCO Committee to process formal Provider Disputes/Provider Appeals which must provide:
  - At least one-fourth (1/4<sup>th</sup>) of the membership of the Committee must be composed of Health Care Providers/peers;
  - Committee members who have the authority, training, and expertise to address and resolve Provider Dispute/Provider Appeal issues;
  - Access to data necessary to assist committee members in making decisions; and
  - Documentation of meetings and decisions of the Committee.

#### **L. Certification of Authority and County Operational Authority**

The PH-MCO must maintain a Certificate of Authority to operate as an HMO in Pennsylvania. The PH-MCO must provide to the Department a copy of its Certificate of Authority upon request.

The PH-MCO must also maintain operating authority in each county covered by this Agreement. The PH-MCO must provide to the Department a copy of the DOH correspondence granting operating authority in each county covered by this Agreement upon request.

## **M. Executive Management**

The PH-MCO must include in its Executive Management structure:

- A full-time Administrator with authority over the entire operation of the PH-MCO.
- A full-time HealthChoices Program Manager to oversee the operation of the Agreement, if different than the Administrator.
- A full-time Medical Director who is a current Pennsylvania-licensed physician. The Medical Director must be actively involved in all major clinical program components of the PH-MCO and directly participates in the oversight of the SNU, QM Department and UM Department. The Medical Director and his/her staff/consultant physicians must devote sufficient time to the PH-MCO to provide timely medical decisions, including after-hours consultation, as needed.
- A full-time Pharmacy Director who is a current Pennsylvania-licensed pharmacist. The Pharmacy Director oversees the outpatient drug management and serves on the PH-MCO P&T Committee.
- A Dental Director who is a current Pennsylvania-licensed Doctor of Dental Medicine or Doctor of Dental Surgery. The Dental Director may be a consultant or employee but must be available at a minimum of 30 hours per week. The Dental Director must be actively involved in all program components related to dental services including, but not limited to, dental provider recruitment strategy, assessment of dental network adequacy, providing oversight and strategic direction in the quality of dental services provided, actively engaged in the development and implementation of quality initiatives, and monitor the performance of the dental benefit manager if dental benefits are subcontracted.

A full-time Director of Quality Management who is a Pennsylvania-licensed RN, physician or physician's assistant or is a Certified Professional in Healthcare Quality by the National Association for Healthcare Quality Certified in Healthcare Quality and Management by the American Board of Quality Assurance and Utilization Review Providers. The Director of Quality Management must be located in Pennsylvania and have experience in quality management and quality improvement. Sufficient local staffing under this position must be in place to meet QM Requirements. The primary functions of the Director of Quality Management position are:

- Evaluate individual and systemic quality of care
- Integrate quality throughout the organization
- Implement process improvement

- Resolve, track, and trend quality of care complaints
- Develop and maintain a credentialed Provider network
- A full-time CFO to oversee the budget and accounting systems implemented by the PH-MCO. The CFO must ensure the timeliness and accuracy of all financial reports. The CFO shall devote sufficient time and resources to responsibilities under this Agreement.
- A full-time Information Systems Coordinator, who is responsible for the oversight of all information systems issues with the Department. The Information Systems Coordinator must have a good working knowledge of the PH-MCO's entire program and operation, as well as the technical expertise to answer questions related to the operation of the information system.
- These full time positions must be solely dedicated to the PA HealthChoices Program.

#### **N. Other Administrative Components**

The PH-MCO must provide for each of the administrative functions listed below. For those positions not indicated as full time, the PH-MCO may combine or split the functions as long as the PH-MCO can demonstrate that the duties of these functions conform to the Agreement requirements.

- A QM Coordinator who is a Pennsylvania-licensed physician, registered nurse or physician's assistant with past experience or education in QM systems. The Department may consider other advanced degrees relevant to QM in lieu of professional licensure.
- A BH Coordinator who is a behavioral health professional and is located in Pennsylvania. The Behavioral Health Coordinator shall monitor the PH-MCO for adherence to BH requirements in this Agreement. The primary functions of the BH Coordinator are:
  - Coordinate Member care needs with BH Providers.
  - Develop processes to coordinate behavioral healthcare between PCPs and BH Providers.
  - Participate in the identification of best practices for BH in a primary care setting.
  - Coordinate behavioral care with medically necessary services.
  - Be knowledgeable of the BH Managed Care Agreement requirements and coordinate with the BH-MCO to effectuate the requirements.

- A UM Coordinator who is a Pennsylvania-licensed physician, registered nurse or physician's assistant with past experience or education in UM systems. The Department may consider other advanced degrees relevant to UM in lieu of professional licensure.
- A full-time SNU Coordinator who is a Pennsylvania-licensed or certified medical professional (or other health related license or certification), or has a bachelor's degree in social work, teaching, or human services. In addition, the individual must have a minimum of three years past experience in dealing with special needs populations similar to those served by MA. The SNU Coordinator must have access to and periodically consult with the PH-MCO's Medical Director and must work in close collaboration with the SNU and SNU staff. The PH-MCO will notify the Department within thirty (30) days of a change in the SNU Coordinator.
- A full-time Government Liaison who serves as the Department's primary point of contact with the PH-MCO for the day-to-day management of contractual and operational issues. The PH-MCO must have a designated back-up trained to be able to handle urgent or time-sensitive issues when the Government Liaison is not available.
- A Maternal Health/EPSDT Coordinator who is a Pennsylvania-licensed physician, registered nurse or physician's assistant; or has a Master's degree in Health Services, Public Health, or Health Care Administration to coordinate maternity and prenatal care and EPSDT services.
- A Member Services Manager who oversees staff to coordinate communications with Members and act as Member advocates. There must be sufficient Member Services staff to enable Members to receive prompt resolution to their issues, problems or inquiries.
- A Provider Services Manager who oversees staff to coordinate communications between the PH-MCO and its Providers. There must be sufficient PH-MCO Provider Services, or equivalent department that addresses this function, staff to promptly resolve Provider Disputes, problems or inquiries. Staff must also be adequately trained to understand Cultural, Linguistic, and Disability competencies
- A Complaint, Grievance and DHS Fair Hearing Coordinator whose qualifications demonstrate the ability to assist Members throughout the Complaint, Grievance and DHS Fair Hearing processes.
- A Claims Administrator who oversees staff to ensure the timely and accurate processing of Claims, Encounter forms and other information



necessary for meeting Agreement requirements and the efficient management of the PH-MCO.

- A Provider Claims Educator who is located in Pennsylvania and facilitates the exchange of information between the Grievances, Claims processing, and Provider relations systems. The primary functions of the Provider Claims Educator are to:
  - Educate contracted and non-contracted Providers regarding appropriate Claims submission requirements, coding updates, electronic Claims transactions and electronic fund transfer, and available PH-MCO resources such as Provider manuals, website, fee schedules, etc.
  - Interface with the PH-MCO's call center to compile, analyze, and disseminate information from Provider calls.
  - Identify trends and guide the development and implementation of strategies to improve Provider satisfaction.
  - Communicate frequently (i.e., telephonic and on-site) with Providers to provide for the effective exchange of information and to gain feedback regarding the extent to which Providers are informed about appropriate claims submission practices.
- A Contract Compliance Officer who ensures that the PH-MCO is in compliance with all the requirements of the Agreement.
- A designated HEDIS® Project Manager who acts as the point person with the Department and the Department's EQR contractor.
- A Special Investigations Unit (SIU) Director who serves as the Department's primary contact for program integrity functions. The SIU Director oversees staff responsible for fraud, waste and abuse activities.

The PH-MCO must ensure all staff have appropriate training, education, experience and orientation to fulfill the requirements of the position and maintain documentation of completion. The PH-MCO must update job descriptions for each of the positions if responsibilities for these positions change.

The PH-MCO's staffing should represent the racial, ethnic and cultural diversity of the Program and comply with all requirements of Exhibit D, Standard Terms and Conditions for Services. Cultural Competency may be reflected by the PH-MCO's pursuit to:

- Identify and value differences;

- Acknowledge the interactive dynamics of cultural differences;
- Continually expand cultural knowledge and resources with regard to the populations served;
- Recruit racial and ethnic minority staff in proportion to the populations served;
- Collaborate with the community regarding service provisions and delivery; and
- Commit to cross-cultural training of staff and the development of policies to provide relevant, effective programs for the diversity of people served.

The PH-MCO must have in place sufficient administrative staff and organizational components to comply with the requirements of this Agreement. The PH-MCO must include in its organizational structure, the components outlined in the Agreement. The functions must be staffed by qualified persons in numbers appropriate to the PH-MCO's size of Enrollment. The Department has the right to make the final determination regarding whether or not the PH-MCO is in compliance.

The PH-MCO may combine functions or split the responsibility for a function across multiple departments, unless otherwise indicated, as long as it can demonstrate that the duties of the function are being carried out. Similarly, the PH-MCO may contract with a third party to perform one (1) or more of these functions, subject to the Subcontractor conditions described in Section XII, Subcontractual Relationships. The PH-MCO is required to keep the Department informed at all times of the management individual(s) whose duties include each of the responsibilities outlined in this section.

## **O. Administration**

The PH-MCO must have an administrative office within each HC Zone covered by this Agreement. The Department may grant exceptions to this requirement on an individual basis if the PH-MCO has administrative offices elsewhere in Pennsylvania and the PH-MCO is in compliance with all standards set forth by the DOH and PID.

The PH-MCO must submit for review by the Department its organizational structure listing the function of each executive as well as administrative staff members. Staff positions outlined in this Agreement must be approved and maintained in accordance with the Department's requirements. The HealthChoices key personnel must be accessible.

## **1. Recipient Restriction Program**

A Centralized Recipient Restriction (lock-in) Program is in place for the MA FFS and the Managed Care delivery systems and is managed by the Department's Bureau of Program Integrity (BPI).

The PH-MCO will maintain a Recipient Restriction Program to interface with the Department's Recipient Restriction Program, will provide for appropriate professional resources to manage the Program and to cooperate with the Department in all procedures necessary to restrict Recipients. In accordance with 42 C.F.R. §431.54(e), the restrictions do not apply to emergency services furnished to the Recipient. The Department has the sole authority to restrict Recipients and has oversight responsibility of the PH-MCO's Recipient Restriction Program. The PH-MCO must obtain approval from the Department prior to implementing a restriction, including approval of written policies and procedures and correspondence to Members. The PH-MCO's process must include:

- Designating a Recipient Restriction Coordinator within the MCO to manage processes.
- Identifying Members who are overutilizing and/or misutilizing medical services, receiving unnecessary services or may be defrauding the MA program.
- Evaluating the degree of abuse including review of pharmacy and medical claims/encounter history, diagnoses and other documentation, as applicable.
- Offering a voluntary restriction to a member to protect his/her medical card from alleged misuse. For example, a voluntary restriction can be imposed when a member loses their card or believes their benefits are being used by someone other than themselves. A voluntary restriction may be ended at any time.
- Proposing whether the Member should be restricted to obtaining services from a single, designated Provider for a period of five years.
- Forwarding case information and supporting documentation to BPI at the address below or via secure electronic method, for review to determine appropriateness of restriction and to approve the action.
- Forwarding case information to BPI for allegations of member fraud.
- Upon BPI approval, sending notification to Member of proposed restriction, at least ten days in advance, including reason for restriction, effective date and length of

restriction, name of designated Provider(s) and option to change Provider, with a copy to BPI.

- Sending notification of Member's restriction to the designated Provider(s) and the CAO.
- Enforcing the restrictions through appropriate notifications and edits in the claims payment system.
- Preparing and presenting case at a DHS Fair Hearing to support restriction action.
- Monitoring subsequent utilization to ensure compliance.
- Changing the selected Provider per the Member's or Provider's request, within thirty (30) days from the date of the request, with notification within five business days to BPI through the Intranet Provider change process.
- Continuing a Member restriction from the previous delivery system effective date a Member enrolls in a MCO, with written notification to BPI.
- Reviewing the Member's services prior to the end of the five-year period of restriction to determine if the restriction should be removed or maintained, with notification of the results of the review to BPI, Member, Provider(s) and CAO.
- Submitting member's claim data to BPI, upon request, within ten (10) business days.
- Performing necessary administrative activities to maintain accurate records.
- Educating Members and Providers to the restriction program, including explanations in handbooks and printed materials.

MA Recipients have the right to appeal a restriction by requesting a DHS Fair Hearing. Members may not file a Complaint or Grievance with the PH-MCO regarding the restriction. A request for a DHS Fair Hearing must be in writing, signed by the Member and sent to:

Department of Human Services  
Office of Administration  
Bureau of Program Integrity  
Division of Program and Provider Compliance  
Recipient Restriction Section  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675

Phone number: (717) 772-4627

## **2. Contracts and Subcontracts**

PH-MCO may, as provided below, rely on Subcontractors to perform and/or arrange for the performance of services to be provided to Members on whose behalf the Department makes Capitation payments to PH-MCO. Notwithstanding its use of Subcontractor(s), PH-MCO is responsible for compliance with the Agreement, including:

- a. for the provision of and/or arrangement for the services to be provided under this Agreement;
- b. for the evaluation of the prospective Subcontractor's ability to perform the activities to be delegated;
- c. for the payment of any and all claims payment liabilities owed to Providers for services rendered to Members under this Agreement, for which a Subcontractor is the primary obligor provided that the Provider has exhausted its remedies against the Subcontractor; provided further that such Provider would not be required to continue to pursue its remedies against the Subcontractor in the event the Subcontractor becomes Insolvent, in which case the Provider may seek payment of such claims from the PH-MCO. For the purposes of this section, the term "Insolvent" shall mean:
  - i. The adjudication by a court of competent jurisdiction or administrative tribunal of a party as a bankrupt or otherwise approving a petition seeking reorganization, readjustment, arrangement, composition, or similar relief under the applicable bankruptcy laws or any other similar, applicable Federal or State law or statute; or
  - ii. The appointment by such a court or tribunal having competent jurisdiction of a receiver or receivers, or trustee, or liquidator or liquidators of a party or of all or any substantial part of its property upon the application of any creditor or other party entitled to so apply in any insolvency or bankruptcy proceeding or other creditor's suit; and
- d. for the oversight and accountability for any functions and responsibilities delegated to any Subcontractor. These functions and responsibilities shall include the requirements provided in 42 C.F.R. §438.230(3)(i).
- e. The PH-MCO shall require Subcontractors to comply with all Medicaid rules, regulations, and guidance including the

requirement that the subcontractor and Network Providers agree to the audit and inspection authority of the Pennsylvania Office of Attorney General Medicaid Fraud Control Section pursuant to 42 C.F.R. §438.230(3) for services provided pursuant to the Agreement.

The above notwithstanding, if the PH-MCO makes payments to a Subcontractor over the course of a year that exceed one-half of the amount of the Department's payments to the PH-MCO, the PH-MCO is responsible for any obligation by the Subcontractor to a Provider for services rendered to Members by such Provider that has not been paid within sixty (60) days after the latter of (i) the determination by the Subcontractor that the claim is payable, and (ii) the exercise by the Provider and the completion of all levels of the available Provider appeals process of the Subcontractor for a claim that was, and continues to be, incorrectly denied, rejected or not adjudicated by the Subcontractor. Notwithstanding the foregoing, the PH-MCO shall not have such an obligation to a Provider under this section in the event the Department has failed to make payment of amounts due and owing to the PH-MCO, where such amounts past due equal or exceed one percent of the revenue received by the PH-MCO in the prior calendar year from the Department under this or any other HealthChoices Agreement. Any such obligation of the PH-MCO to a provider under this section shall be considered satisfied if payment thereof is made by the Subcontractor.

PH-MCO shall indemnify and hold the Commonwealth of Pennsylvania, the Department and their officials, representatives and employees harmless from any and all liabilities, losses, settlements, claims, demands, and expenses of any kind (including but not limited to attorneys' fees) which are related to any and all Claims payment liabilities owed to Providers for services rendered to Members under this Agreement for which a Subcontractor is the primary obligor, except to the extent that the PH-MCO and/or Subcontractor has acted with respect to such Provider Claims in accordance with the terms of this Agreement.

The PH-MCO must make all Subcontracts available to the Department within five (5) days of a request by the Department. All Contracts and Subcontracts must be in writing and must include, at a minimum, the provisions contained in Exhibit II of this Agreement, Required Contract Terms for Administrative Subcontractors.

In accordance with Exhibit D, the PH-MCO must submit for prior approval subcontracts between the PH-MCO and any individual, firm, corporation or any other entity to perform part or all of the selected PH-MCO's responsibilities under this Agreement. This provision includes, but is not limited to, contracts for vision services, dental services, Claims processing, Member services, and pharmacy services.

### **3. Records Retention**

The PH-MCO will comply with the program standards regarding records retention, which are set forth in federal and state law and regulations and in Exhibit D, Standard Grant Terms and Conditions for Services, of this Agreement, except that, for purposes of this Agreement, all records must be retained for a period of ten (10) years beyond expiration or termination of the Agreement, unless otherwise authorized by the Department. Upon thirty (30) days notice from the Department, the PH-MCO must provide copies of all records to the Department at the PH-MCO's site or other location determined by the Department, if requested. This thirty (30) days notice does not apply to records requested by the state or federal government including the Pennsylvania Office of Attorney General's Medicaid Fraud Control Unit, for purposes of fiscal audits or Fraud and/or Abuse investigations. In the event records requested by the state or federal government for the purposes of fiscal audits or fraud and/or abuse investigations, the PH-MCO must provide records requested by Federal or State government agencies pursuant to audits or investigations within the timeframe designated by the requesting agency. The retention requirements in this section do not apply to DHS-generated Remittance Advices.

### **4. Fraud, Waste, and Abuse**

The PH-MCO must develop a written compliance plan that contains the following elements described in 42 C.F.R. §438.608(a)(1)(i-vii) and CMS publication "Guidelines for Constructing a Compliance Program for Medicaid Managed Care Organizations and Prepaid Health Plans" found on the CMS website and that includes the following:

- Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Agreement, and all applicable Federal and State requirements.
- The designation of a Compliance Officer who is responsible for developing and implementing policies, procedures, and practices

designed to ensure compliance with the requirements of the Agreement and who reports directly to the Chief Executive Officer and the board of directors.

- The establishment of a Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
- A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees on the applicable Federal and State requirements and applicable standards and requirements under the Agreement.
- Effective lines of communication between the compliance officer and PH-MCO employees.
- Enforcement of standards through well publicized disciplinary guidelines.
- Establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ensure ongoing compliance with the requirements under the Agreement.
- Procedures for systematic confirmation of services actually provided.
- Policies and procedures for reporting all Fraud, Waste, and Abuse to the Department and applicable law enforcement agency .
- Policies and procedures for Fraud, Waste, and Abuse prevention, detection and investigation.
- A policy of non-intimidation and non-retaliation for good faith participation in the compliance program, including, but not limited to, reporting potential issues, investigating issues, conducting self-evaluations, audits and remedial actions, and reporting to appropriate officials.



- A policy and procedure for monitoring provider preclusion through databases identified by the Department.

**a. Fraud, Waste and Abuse Unit**

The PH-MCO must establish a Fraud, Waste and Abuse Unit comprised of experienced Fraud, Waste and Abuse reviewers as required in 42 C.F.R. §438.608(a)(1)(vii). This Unit must have the primary purpose of preventing, detecting, reducing, investigating, referring, and reporting suspected Fraud, Waste and Abuse that may be committed by Network Providers, Members, Caregivers, Employees, or other third parties with whom the PH-MCO contracts. If the PH-MCO has multiple lines of business, the Fraud, Waste and Abuse Unit is required to have a dedicated full time HC MA investigator to Member ratio of at least one investigator per 60,000 members devoted to the HealthChoices Program's Fraud, Waste and Abuse activities. The Department will make the final determination regarding whether or not the PH-MCO is in compliance with these requirements in accordance with 42 C.F.R. § 438.608(a)(7)).

**b. Written Policies**

The PH-MCO must create and maintain written policies and procedures for the prevention, detection, investigation, reporting and referral of suspected Fraud, Waste and Abuse, including any and all fraud and abuse policies delineated under state and or federal mandate including but not limited to 42 C.F.R. §438.608(a)(1)(i).

**c. Access to Provider Records**

The PH-MCO's Fraud, Waste and Abuse policies and procedures must provide and certify that the PH-MCO's Fraud, Waste and Abuse unit as well as the entire Department, and the Pennsylvania Office of Attorney General Medicaid Fraud Control Section has timely access to records of Network Providers, subcontractors, and the PH-MCOs, as outlined in this Agreement.

**d. Audit Protocol**

The PH-MCO must inform all Network Providers of the Pennsylvania MA Provider Self Audit Protocol which allows Providers to voluntarily disclose overpayments or improper

payments of MA funds. This includes, but is not limited to inclusion in the provider handbooks. The PH-MCO must provide written documentation that this action has been completed.

The protocol is available on the Department's Web site at [www.DHS.pa.gov/](http://www.DHS.pa.gov/) under "About DHS-Fraud and Abuse."

**e. Procedure for Identifying Fraud, Waste and Abuse**

The PH-MCO's policies and procedures must also contain the following:

- i. A description of the methodology and standard operating procedures used to identify and investigate Fraud, Waste and Abuse.
- ii. A method for verifying with Members whether services billed by providers were received, as required by 42 C.F.R. 438.608(a)(5) and 438.608(d)(1)(i-iv)....
- iii. Process to recover overpayments or otherwise sanction Providers as required by 42 C.F.R. §§438.608(a)(5) and 438.608(d)(1)(i-iv).
- iv. Provisions for payment suspension to a network provider for which the State determines that there is a credible allegation of fraud as required in 42 C.F.R. §§455.23 and 438.608(a)(8).
- v. Policies and procedures to initiate a prepayment review of a network provider's services where a review indicates billings are inconsistent with MA regulations or PH-MCO policies, are unnecessary, are inappropriate to the members' health needs or contrary to customary standards of practice.
- vi. A description of specific controls in place for Fraud, Waste and Abuse detection, including an explanation of the technology used to identify aberrant billing patterns, overlapping billings, Claims edits, post processing review of Claims, and record reviews.

**f. Referral to the Department**

The PH-MCO must establish a policy for prompt, as defined in Exhibit KK, referral of suspected Fraud, Waste and Abuse to the Department and the Pennsylvania Office of Attorney General, Medicaid Fraud Control Section as required in 42 C.F.R. §438.608(a)(7). A standardized referral process is outlined in Exhibit KK of this Agreement, Reporting Suspected Fraud, Waste and Abuse to the Department and to the Pennsylvania Office of Attorney General Medicaid Fraud Control Section.

The PH-MCO must report to the Department and to the Pennsylvania Office of Attorney General Medicaid Fraud Control Section all cases of suspected fraud, waste or abuse, in the manner specified by the Department. If a PH-MCO fails to promptly report a case of suspected fraud or abuse before the suspected fraud or abuse is identified by the Commonwealth of Pennsylvania, 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 Commonwealth of Pennsylvania or designee shall be retained by the Commonwealth of Pennsylvania or its designees.

**g. Education Plan**

The PH-MCO must create and disseminate written materials for the purpose of educating its employees, Providers, subcontractors and subcontractors' employees about healthcare Fraud laws, the PH-MCO's policies and procedures for preventing and detecting Fraud, Waste, and Abuse and the rights of individuals to act as whistleblowers. PH-MCO must provide written policies to all employees and to any contractor or agent that provide detailed information about the False Claims Act and other Federal and State laws described in 42 U.S.C. § 1396a(a)(68), including information about rights of employees to be protected as whistleblowers.

**h. Referral to Senior Management**

The PH-MCO must develop a certification process that demonstrates the policies and procedures were reviewed and approved by the PH-MCO's senior management on an annual basis.

**i. Prior Department Approval**

The Fraud, Waste and Abuse policies and procedures must be submitted to the Department for prior approval, and the Department may, upon review of these policies and procedures, require that specified changes be made within a designated time in order for the PH-MCO to remain in compliance with the terms of the Agreement. To the extent that changes to the Fraud, Waste and Abuse unit are made, or the policies or procedures are altered, updated policies and procedures must be submitted promptly to the Department. The Department may also require new or updated policies and procedures during the course of the Agreement period.

**j. Duty to Cooperate with Oversight Agencies**

The PH-MCO and its employees must cooperate fully with oversight agencies responsible for Fraud, Waste and Abuse detection, investigation, and prosecution activities. Such agencies include, but are not limited to, the Department's BPI, Governor's Office of the Budget, Pennsylvania Office of Attorney General's Medicaid Fraud Control Section, the Pennsylvania State Inspector General, the DHHS Office of Inspector General, CMS, the United States Attorney's Office/ Justice Department and the Federal Bureau of Investigations.

Such cooperation must include providing access to all necessary case information, computer files, and appropriate staff as well as the results of associated internal investigations and audits. In addition, such cooperation will include participating in periodic Fraud, Waste and Abuse training sessions, meetings, and joint reviews of subcontracted Providers or Members.

**k. Hotline Information**

The PH-MCO must distribute the Department's toll-free MA Provider Compliance Hotline number and accompanying explanatory statement to its Members and Providers through its Member and Provider handbooks. The explanatory statement needs to include at a minimum the following information:

- i. Recipient Fraud: Including, but not limited to, someone who receives cash assistance, Supplemental Nutritional Assistance Program (SNAP) benefits, Heating/Energy Assistance (LIHEAP), child care, medical assistance, or other public benefits AND that

- person is not reporting income, not reporting ownership of resources or property, not reporting who lives in the household, allowing another person to use his or her ACCESS/MCO card, forging or altering prescriptions, selling prescriptions/medications, trafficking SNAP benefits or taking advantage of the system in any way.
- ii. *Provider Fraud*: Including, but not limited to, billing for services not rendered, billing separately for services in lieu of an available combination code; misrepresentation of the service/supplies rendered (billing brand named for generic drugs; upcoding to more expensive service than was rendered; billing for more time or units of service than provided, billing incorrect provider or service location); altering claims, submission of any false data on claims, such as date of service, provider or prescriber of service, duplicate billing for the same service; billing for services provided by unlicensed or unqualified persons; billing for used items as new.

## **I. Duty to Notify**

### **i. Department's Responsibility**

The Department will provide the PH-MCO with prompt notice via electronic transmission or access to Medichex listings or upon request if a Provider with whom the PH-MCO has entered into a Provider Agreement is subsequently suspended or terminated from participation in the MA or Medicare Programs. Upon notification from the Department that a Network Provider is suspended or terminated from participation in the MA or Medicare Programs, the PH-MCO must immediately act to terminate the Provider from its Network. Terminations for loss of licensure and criminal convictions must coincide with the MA effective date of the action.

The PH-MCO is required to check the SSADMF, and NPPES at the time of initial enrollment and re-enrollment as well as providers, owners, agents, and managing employees against the HHS-OIG LEIE, the EPLS on the SAM, and the PA Medichex list on a monthly basis as required in 42 C.F.R. §455.436.

ii. PH-MCO's Responsibility

The PH-MCO may not knowingly have a Relationship with the following:

- An individual who is barred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation, 48 C.F.R. Parts 1-51, or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.
- An individual who is an Affiliate of a person described above.

"Relationship", for purposes of this section, is defined as follows:

- A director, officer, or partner of the PH-MCO.
- A person with beneficial ownership of five percent (5%) or more of the PH-MCO's equity.
- A person with an employment, consulting or other arrangement for the provision of items and services that are significant and material to the PH-MCO's obligations under this Agreement with the Department.

The PH-MCO must notify the Department within 24 business hours, in writing, if a Network Provider or Subcontractor is subsequently suspended, terminated or voluntarily withdraws from participation in the MA program as a result of suspected or confirmed Fraud, Waste or Abuse. The PH-MCO must also immediately notify the Department, in writing, if it terminates or suspends an employee as a result of suspected or confirmed Fraud, Waste or Abuse. The PH-MCO must inform the Department, in writing, of the specific underlying conduct that led to the suspension, termination including for cause and/or best interest, or voluntary withdrawal. Provider Agreements must carry notification of the prohibition and sanctions for submission of false Claims and statements. PH-MCOs who fail to report such information are subject to sanctions, penalties, or other actions. The Department's enforcement guidelines are outlined in

Exhibit LL, Guidelines for Sanctions Regarding Fraud,  
Waste and Abuse.

The PH-MCO must also notify the Department if it recovers overpayments or improper payments related to Fraud, Waste or Abuse of Medical Assistance funds from non-administrative overpayments or improper payments made to Network Providers, or otherwise takes an adverse action against a Provider, e.g. restricting the Members or services of a PCP.

**m. Sanctions**

The Department will impose sanctions, or take other actions if it determines that a PH-MCO, Network Provider, employee, caregiver or Subcontractor has committed “Fraud”, “Waste” or “Abuse” as defined in this Agreement or has otherwise violated applicable law. Exhibit LL, Guidelines for Sanctions Regarding Fraud, Waste and Abuse, identifies the Fraud, Waste and Abuse issues that may result in sanctions, as well as the range of sanctions available to the Department.

**n. Subcontractor and Provider Agreements**

- i. The PH-MCO will require via written agreements that all Network Providers and all Subcontractors take such actions as are necessary to permit the PH-MCO to comply with the Fraud, Waste and Abuse requirements listed in this Agreement as well as federal regulations including but not limited to 42 C.F.R. §438.608.
- ii. To the extent that the PH-MCO delegates oversight responsibilities to a third party (such as a Pharmacy Benefit Manager), the PH-MCO must require that such third party complies with the applicable provisions of this Agreement relating to Fraud, Waste and Abuse.
- iii. The PH-MCO will require, via its Provider Agreement, that Network Providers comply with MA regulations and any enforcement actions directly initiated by the Department under its regulations, including termination and restitution actions.
- iv. The PH-MCO must suspend payment to a Network Provider when the Department determines there is a credible allegation of fraud, waste or abuse against that

Network Provider, unless the Department determines there is good cause for not suspending such payments pending the investigation.

- v. The PH-MCO shall require its Subcontractors to comply with the requirements set forth at 42 C.F.R. 438.230(c)(3).
- vi. The PH-MCO subcontractor agreement must specifically state that the subcontractor will grant the Department, CMS, the Pennsylvania Office of Attorney General Medicaid Fraud Control Section, HHS OIG, the Comptroller General, or their designees access to audit, evaluate, and inspect books, records, etc., which pertain to the delivery of or payment for Medicaid services under this Agreement. Subcontractor must make such books, records, premises, equipment, staff etc. all available for an audit at any time. Right to inspect extends for ten (10) years after termination of the Agreement, or conclusion of an audit, whichever is later.

**o. Fraud, Waste and Abuse and Prosecution Agencies**

Disputes of any kind resulting from any action taken by the oversight agencies are directed to the responsible agency. Examples include: Department's BPI, its vendor or other designee, the Pennsylvania Office of the Attorney General's Medicaid Fraud Control Section, the Pennsylvania Office of Inspector General, the CMS Office of Inspector General, and the United States Justice Department.

**p. Provider Reviews and Overpayment Recovery**

- The PH-MCO and any subcontractor must report to the state within 60 calendar days when it has identified any capitation payments or other payments in excess of amounts specified in the agreement per 42 CFR 438.608(c)(3).
- The PH-MCO shall audit, review and investigate Providers within its network through prepayment and retrospective payment reviews. The PH-MCO shall cost avoid or recover any overpayments directly from its Network Providers for audits, reviews or investigations conducted solely by the PH-MCO or through Network Provider self-audits.



- The PH-MCO will void encounters for those claims involving full recovery of the payment and adjust encounters for partial recoveries.
- The PH-MCO must notify BPI in writing when it plans to recover and when it has recovered overpayments or improper payments related to Fraud, Abuse or Waste of Medical Assistance services.
- The Department has the right to audit, review and investigate MA Providers within the PH-MCO's network.
  - The Department developed a vetting process to coordinate audits, reviews or investigations of the PH-MCO's Network Providers to avoid duplication of effort.
  - Through the vetting process, the PH-MCO must provide information to BPI as requested including, but not limited to the PH-MCO's claims history, policies/procedures, provider contracts, provider/member review history and current status, complaints, barriers to reviewing the subject provider/member and payment methodology/arrangement.
  - The PH-MCO must provide this information within fifteen (15) business days of the Department's request. The PH-MCO must respond to Urgent requests within two business days.
  - The PH-MCO cannot initiate a review of a Network Provider after the Department advises the PH-MCO of its intention to open a review or investigation by the Department, its designee, or another state or federal agency, without written Departmental authorization to proceed.
  - The PH-MCO will not notify providers/members of the Department's intention to initiate a review.
  - The Department will inform the PH-MCO and the Provider(s) of its request for records, preliminary and final findings related to BPI's review of the PH-MCOs Network Providers.
  - Overpayment recoveries resulting from audits, reviews or investigations initiated by or on behalf of the Department, that are not part of mutually agreed upon joint investigation, will be recouped from the PH-MCO.

- The Department may utilize statistically valid random sampling in the selection of claims/encounters for review and apply extrapolation methodology in determining the overpayment recovery.
- The PH-MCO should recoup overpayments resulting from audits, reviews or investigations conducted independently by the Department, from its Network Provider after the PH-MCO receives notice of the final findings from the Department.
  - The Department will deduct the restitution demanded from a future payment to the PH-MCO after 45 days from the mail date of the Department's notice of final findings.
  - The PH-MCO must submit a corrective action plan to the Department, upon request, to resolve any Network Provider's regulatory violations identified through the Department's, its vendor's, or other designee's audit, review or investigation.
- The Department may require the PH-MCO to withhold payment to a Network Provider or to initiate a pre-payment review as a result of law enforcement reviews and activities or the Department's audits, reviews or investigations as required in 42 C.F.R. §§438.608(a)(8) and 455.23.
- The PH-MCO will monitor claims to a provider during a payment suspension, and report on a monthly basis in writing to BPI the amount of funds withheld to the provider during the payment suspension. If the provider is subsequently convicted, these funds will be adjusted from the capitated payments.

Joint reviews, audits or investigations between the PH-MCO, the Department or its designee may be conducted. Any recoveries as a result of a joint audit, review or investigation shall be shared equally between the PH-MCO and Department after payment of any required contingency fee to the vendor. DHS's, its contractor's or other designee's request for vetting of a provider and/or the MCO's provision of information related to a provider review, audit or investigation does not constitute a mutually agreed upon joint review.

The Department may periodically monitor and evaluate the PH-MCO's audits, reviews and investigations of MA Providers/Members within the PH-MCO's network.

## **5. Management Information Systems**

The PH-MCO must have a comprehensive, automated and integrated MIS that includes a test environment, and is capable of meeting the requirements listed below and throughout this Agreement. Information on Business and Technical Standards is available on the DHS website.

- a. The PH-MCO must have a minimum of the following MIS components or the capability to interface with other data systems containing: Membership, Provider, Claims Processing, Prior Authorization, and Reference.
- b. The PH-MCO must have an MIS sufficient to support data reporting requirements specified in this Agreement.
- c. The PH-MCO's membership management system must have the capability to receive, update and maintain membership files consistent with specifications provided by the Department. The PH-MCO must have the capability to provide daily updates of membership information to Subcontractors and Providers who have responsibility for processing Claims and authorizing services based on membership information.
- d. The PH-MCO's Provider database must be maintained with detailed information on each Provider sufficient to support Provider payment and meet the Department's reporting and Encounter Data requirements.

The PH-MCO must be able to cross-reference its internal Provider identification number to the correct MMIS Provider ID and Provider NPI number in the Department's MMIS for each location at which the Provider renders services for the PH-MCO.

The PH-MCO must ensure that each Network Provider service location is enrolled and active with MA and that information for all service locations is maintained in its own system.

The PH-MCO must verify that each Network Provider's license information is valid in the Department's MMIS and must outreach to Network Providers to stress the importance of maintaining up to date information in the Department's MMIS.

The PH-MCO must require Network Providers with specific Provider types and specialties have the same Provider types and specialties in the Department's MMIS for each service location.

- e. The PH-MCO's Claims processing system must have the capability to process Claims consistent with timeliness and accuracy requirements identified in this Agreement.
- f. The PH-MCO's Prior Authorization system must be linked with its Claims processing component.
- g. The PH-MCO's MIS must be able to maintain its Claims history with sufficient detail to meet all Department reporting and Encounter Data requirements.
- h. The PH-MCO's credentialing system must have the capability to store and report on Provider specific data sufficient to meet the Department's credentialing requirements and those listed in Exhibit M(1), Quality Management and Utilization Management Program Requirements.
- i. The PH-MCO must have sufficient telecommunication capabilities, including email, to meet the requirements of this Agreement.
- j. The PH-MCO must have the capability to electronically exchange files with the Department and the EAP broker. The PH-MCO must use a secure FTP product that is compatible with the Department's product.
- k. The PH-MCO's MIS must be bi-directionally linked to all operational systems listed in this Agreement, so that data captured in Encounter records matches data in Member, Provider, Claims and Prior Authorization files. Encounter Data will be utilized for:
  - Member and Provider profiling
  - Claims validation
  - Fraud and Abuse monitoring activities

- Rate setting
- Any other research and reporting purposes defined by the Department.

- I. The PH-MCO must comply with the Department's Business and Technical Standards including connectivity to the Commonwealth's network for Extranet access. The PH-MCO must also comply with any changes made to these standards.

PH-MCOs must comply with the Department's Se-Government Data Exchange Standards.

Whenever possible, the Department will provide advance notice of at least sixty (60) days prior to the implementation of changes. For more complex changes, the Department will make every reasonable effort to provide additional notice.

- m. The PH-MCO must be prepared to document its ability to expand claims processing or MIS capacity should either be exceeded through the enrollment of Members.
- n. The PH-MCO must designate appropriate staff to participate in DHS directed development and implementation activities.
- o. Subcontractors must meet the same MIS requirements as the PH-MCO and the PH-MCO will be held responsible for MIS errors or noncompliance resulting from the action of a Subcontractor. The PH-MCO must provide its Subcontractors with the appropriate files and information to meet this requirement (e.g., Monthly 834 Eligibility File. Provider files).
- p. The PH-MCO's MIS shall be subject to review and approval during the Department's HealthChoices Readiness Review process as referenced in Section VI of this Agreement, Program Outcomes and Deliverables.
- q. Prior to any major modifications to the PH-MCO's MIS, including upgrades and new purchases, the PH-MCO must inform the Department in writing of the potential changes at least 6 months prior to the change. The PH-MCO must provide a work plan detailing recovery efforts and the use of parallel systems testing.
- r. The PH-MCO must be able to accept and generate HIPAA compliant transactions as required in the ASC X12 Implementation Guides.

- s. The Department will make Drug, Procedure Code, and Diagnosis Code reference files available to the PH-MCO on a routine basis to allow it to effectively meet its obligation to provide services and record information consistent with requirements in this Agreement. Information about these files is available on the Pennsylvania HealthChoices Extranet site. If the PH-MCO chooses not to use these files, it must document the use of comparable files to meet its obligation with this Agreement. .
- t. The Department will supply Provider files on a routine basis to allow the PH-MCO to meet its obligation consistent with requirements in this Agreement. These files include:
  - List of Active and Closed Providers (PRV414 and PRV415);
  - NPI Crosswalk (PRV430);
  - Special Indicators (PR435);
  - Provider Revalidation File (PRV720).
  - Quarterly Network Provider File (Managed Care Affiliates, PRV640Q)

The PH-MCO must use the PRV414 or PRV415 file with the PRV430 on a monthly basis to reconcile its Provider database with that of the Department to confirm:

- All participating providers are enrolled in MA for all service locations as defined by MA enrollment rules.
- Participating provider license information is valid
- Provider Types and Specialties match.
- Each Provider's NPI, Taxonomy, and Nine-digit Zip code for each service location match.

Any provider that does not enroll with MA cannot be enrolled as a participating provider in the PH-MCO. Discrepancies must be addressed with the provider.

PH-MCOs must use the PRV640Q file to reconcile Provider information previously submitted on the Network Provider File (PRV640M).

Information about these files is available on the Pennsylvania HealthChoices Extranet site.

- u. The PH-MCO must have a disaster recovery plan in place with written policies and procedures containing information on system backup and recovery in the event of a disaster.
- v. The PH-MCO must reconcile the 820 Capitation Payment file with its internal membership information and report any discrepancies to the Department within thirty (30) days.
- w. To support PH-MCOs in meeting the requirements of this agreement, the Department will provide access to the following systems:
  - Client Information System (CIS/eCIS)
  - Pennsylvania HealthChoices Extranet
  - The Department's MMIS
  - Docushare

Access to these systems is in addition to the various files that PH-MCOs will receive via secure file transfer. Information on obtaining access to these resources is on the Pennsylvania HealthChoices Extranet.

## **6. Department Access and Availability**

Upon request by the Department, the PH-MCO must provide Department staff with access to appropriate on-site private office space and equipment including, but not limited to, the following:

- Two (2) desks and two (2) chairs;
- One (1) telephone which has speaker phone capabilities;
- One (1) personal computer and printer with on-line access to the PH-MCO's MIS;

The PH-MCO must grant the Department, CMS, the Pennsylvania Office of Attorney General Medicaid Fraud Control Section, HHS OIG, the Comptroller General, or their designees access to audit, evaluate, and inspect books, records, etc., which pertain to the delivery of or payment for Medicaid services under this Agreement. Subcontractors and providers must make such books, records, premises, equipment, staff, etc. all available for an audit at any time. Right to inspect extends for ten (10) years after termination of Agreement, or conclusion of an audit, whichever is later.

The PH-MCO must provide the Department with access to administrative policies and procedures pertaining to operations under this Agreement, including, but not limited to;

- Personnel policies and procedures
- Procurement policies and procedures
- Public relations policies and procedures
- Operations policies and procedures
- Policies and procedures developed to ensure compliance with requirements under this Agreement.

## **P. Special Needs Unit**

### **1. Establishment of Special Needs Unit**

- a. The PH-MCO must develop, train, and maintain a SNU within its organizational structure that will be responsible to provide support and case management services to Members with Special Needs. The purpose of the SNU is to ensure that all Members with special needs are able to receive all necessary services and supports in a timely manner. The SNU must also assist each member with a special need with access to services and information relevant to their special condition or circumstance. The SNU must proactively identify and outreach to members with special needs to provide these services and information. These services will include all those needed by a member with special needs to address their condition or circumstance and will include but not be limited to all functions and requirements as stated in Exhibit NN, Special Needs Unit. The PH-MCO must employ or execute agreements with experts in the treatment of Special Needs to provide consultation to the SNU staff as needed.
- b. The PH-MCO must comply with the Department's non-categorical definition as determined by the requirements outlined in Exhibit NN, Special Needs Unit.
- c. The SNU must arrange for and provide coordination between the PH-MCO, the BH-MCOs and other health, education, and human service systems for Members with Special Needs. See Exhibit OO, Coordination of Care Entities, for an example but not an all-inclusive list. The PH-MCO must coordinate the comprehensive



in-plan package of services with entities providing Out-of-Plan Services.

- d. The PH-MCO must require that outpatient case management services for Members are not provided through any individual employed by the PH-MCO or through a Subcontractor of the PH-MCO if the individual's responsibilities include outpatient utilization review or otherwise include reviews of requests for authorization of outpatient benefits.
- e. If the PH-MCO provides Case Management Services to Members under the age of twenty-one (21) through the SNU, the PH-MCO must require that the SNU assists individuals in gaining access to necessary medical, social, education, and other services.
- f. In addition to other telephone and alternative communication channels, it is required that a dedicated Special Needs hotline be established and maintained as a toll free direct dial access to the Special Needs Unit. This hotline shall be staffed by Special Needs Staff members during normal business hours, Monday through Friday and in sufficient numbers that calls are answered in a timely manner, with no longer than a one minute wait time, or provision made to call the member back within one hour following the initial call.
- g. The PH-MCO SNU must assess and assist members with social factors that affect health outcomes. Social determinants of health include, but are not limited to, childcare access and affordability, clothing, employment, financial strain, food insecurity, housing instability/homelessness, transportation, and utilities.
- h. The PH-MCO will partner with the Department on any program-wide efforts to address targeting Social Determinant of Health factors including employment. This includes supporting any members who self-select to participate in any Department designed programs.

## **2. Special Needs Coordinator**

The PH-MCO must employ a full-time SNU Coordinator. Required qualifications for this position are set forth in Section V.N, Other Administrative Components.

## **3. Responsibilities of Special Needs Unit Staff**

- a. The PH-MCO will require that staff members employed within the SNU assist Members in accessing services and benefits and act as liaisons with various government offices, Providers, public entities, and county entities which shall include, but shall not be limited to the list of Providers in Exhibit OO, Coordination of Care Entities.
- b. The staff members of this unit must work in close collaboration with the Bureau of Managed Care Operations Special Needs Unit (BMCO SNU) and the EAP broker's SNU contact person.
- c. The PH-MCO must have SNU staff that is qualified to perform the functions outlined in Exhibit NN, Special Needs Unit.

#### **Q. Assignment of PCPs**

The PH-MCO must have written policies and procedures for Members and parents, guardians, or others acting in loco parentis for Members with Special Needs, who require assistance in the selection of a PCP. The PH-MCO must receive advance written approval by the Department regarding these policies and procedures. The PH-MCO's submission of new or revised policies and procedures for review and approval by the Department shall not act to void any existing policies and procedures which have been prior approved by the Department. Unless otherwise required by law, the PH-MCO may continue to operate under such existing policies and procedures until such time as the Department approves the new or revised version thereof.

The PH-MCO must ensure that the process includes, at a minimum, the following features:

- The PH-MCO must honor a Member's selection of a PCP through the EAP broker upon commencement of PH-MCO coverage. If the PH-MCO is not able to honor the selection, the PH-MCO must follow the guidelines described further under this provision.
- The PH-MCO may allow selection of a PCP group. Should the PH-MCO permit selection of a PCP group and the Member has selected a PCP group in the PH-MCO's Network through the Enrollment Specialist, the PH-MCO must honor upon commencement of the PH-MCO coverage, the Member's selection. In addition, the PH-MCO is permitted to assign a PCP group to a Member if the Member has not selected a PCP or a PCP group at the time of Enrollment.
- If the Member has not selected a PCP through the Enrollment Specialist for reasons other than cause, the PH-MCO must make contact with the

Member within seven (7) Business Days of his or her Enrollment and provide information on options for selecting a PCP, unless the PH-MCO has information that the Member should be immediately contacted due to a medical condition requiring immediate care. To the extent practical, the PH-MCO must offer freedom of choice to Members in making a PCP selection.

- If a Member does not select a PCP within fourteen (14) Business Days of Enrollment, the PH-MCO must make an automatic assignment. The PH-MCO must consider such factors (to the extent they are known), as current Provider relationships, need of children to be followed by a pediatrician, special medical needs, physical disabilities of the Member, language needs, area of residence and access to transportation. The PH-MCO must then notify the Member by telephone or in writing of his/her PCP's name, location and office telephone number. The PH-MCO must make every effort to determine PCP choice and confirm this with the Member prior to the commencement of the PH-MCO coverage in accordance with Section V.F, Member Enrollment and Disenrollment, so that new Members do not go without a PCP for a period of time after Enrollment begins.
- The PH-MCO must take into consideration, language and cultural compatibility between the Member and the PCP.
- If a Member requests a change in his or her PCP selection following the initial visit, the PH-MCO must promptly grant the request and process the change in a timely manner.
- The PH-MCO must have written policies and procedures for allowing Members to select or be assigned to a new PCP whenever requested by the Member, when a PCP is terminated from the PH-MCO's Network or when a PCP change is required as part of the resolution to a Grievance or Complaint proceeding. The policies and procedures must receive advance written approval by the Department.
- In cases where a PCP has been terminated for reasons other than cause, the PH-MCO must immediately inform Members assigned to that PCP in order to allow them to select another PCP prior to the PCP's termination effective date. In cases where a Member fails to select a new PCP, re-assignment must take place prior to the PCP's termination effective date.
- The PH-MCO must consider that a Member with Special Needs can request a specialist as a PCP. If the PH-MCO denies the request, that Denial is appealable.

- If a member with special health care needs (including but not limited to chronic illnesses or physical and developmental disabilities) who is 18 (eighteen) years of age or older uses a Pediatrician or Pediatric Specialist as a PCP, the PH-MCO must, upon request from a family member, assist with the transition to a PCP who provides services for adults.

Should the PH-MCO choose to implement a process for the assignment of a primary dentist, the PH-MCO must submit the process for advance written approval from the Department prior to its implementation.

## **R. Provider Services**

The PH-MCO must operate Provider services functions at a minimum during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday). Provider services functions include, but are not limited to, the following:

- Assisting Providers with questions concerning Member eligibility status.
- Assisting Providers with PH-MCO Prior Authorization and referral procedures.
- Assisting Providers with Claims payment procedures and handling Provider Disputes and issues.
- Facilitating transfer of Member medical records among Providers, as necessary.
- Providing to PCPs a monthly list of Members who are under their care, including identification of new and deleted Members. An explanation guide detailing use of the list must also be provided to PCPs.
- Developing a process to respond to Provider inquiries regarding current Enrollment.
- Coordinating the administration of Out-of-Plan Services.

### **1. Provider Manual**

The PH-MCO must keep its Network Providers up-to-date with the latest policy and procedures changes as they affect the MA Program. The key to maintaining this level of communication is the publication of a Provider manual. The PH-MCO must distribute copies of the Provider manual in a manner that makes them easily accessible to all Network Providers. The PH-MCO may specifically delegate this

responsibility to large Providers in its Provider Agreement. The Provider manual must be updated annually. The Department may grant an exception to this annual requirement upon written request from the PH-MCO provided there are no major changes to the manual. For a complete description of the Provider manual contents and information requirements, refer to Exhibit PP of this Agreement, Provider Manuals.

## **2. Provider Education**

The PH-MCO must demonstrate that its Provider Network is knowledgeable and experienced in treating Members with Special Needs. The PH-MCO must submit an annual Provider Education and Training workplan to the Department that outlines its plans to educate and train Network Providers. The format for this workplan will be designated by the Department through its Operations Reporting requirements found on the Pennsylvania HealthChoices Extranet. This training plan can be done in conjunction with the SNU training requirements as outlined in Exhibit NN, Special Needs Unit, and must also include Special Needs Recipients, advocates and family members in developing the design and implementation of the training plan.

The PH-MCO must submit in its annual plan the PH-MCO process for measuring training outcomes including the tracking of training schedules and Provider attendance.

At a minimum, the PH-MCO must conduct the Provider training for PCPs and dentists, as appropriate, and include the following areas:

- a. EPSDT training for any Providers who serve Members under age twenty-one (21).
- b. Identification and appropriate referral for mental health, drug and alcohol and substance abuse services.
- c. Sensitivity training on diverse and Special Needs populations such as persons who are deaf or hard of hearing; how to obtain sign language interpreters and how to work effectively with sign language interpreters.
- d. Cultural Competency, including: the right of Members with LEP to engage in effective communication in their language; how to obtain interpreters, and; how to work effectively with interpreters.

- e. Treating Special Needs populations, including the right to treatment for individuals with disabilities.
- f. Administrative processes that include, but are not limited to: coordination of benefits, Recipient Restriction Program, Encounter Data reporting and Dual Eligibles.
- g. Issues identified by Provider relations or Provider hotline staff in response to calls or complaints by Providers.
- h. Issues identified through the QM process.
- i. Identifying and making referrals to the PH-MCO SNU.
- j. Guidance to providers on the process to submit materials to the PH-MCO to make utilization review and Prior authorization review decisions about members. Submitted materials may include but not be limited to letters of medical necessity.
- k. Information to providers on the complaint, grievance and appeal process including but not limited to expectations should a provider represent a member at a grievance review.
- l. Information on PIP such as the Provider Pay for Performance (P4P) outlined in Exhibit B(3) and how providers may benefit from participation in these programs.

The PH-MCO may submit an alternate Provider training and education workplan should the PH-MCO wish to combine its activities with other PH-MCOs operating in the HealthChoices Zones covered by this Agreement or wish to develop and implement new and innovative methods for Provider training and education. However, this alternative workplan must have advance written approval by the Department. Should the Department approve an alternative workplan, the PH-MCO must have the ability to track and report on the components included in the PH-MCO's alternative Provider training and education workplan.

### **3. Panel Listing Requirements**

The PH-MCO is required to give its Network Providers panel listings of Members who receive EPSDT services. The PH-MCO must provide electronic panel listings at the request of a Provider, in a format determined by the PH-MCO. Panel listings supplied to Providers must include, at least, the following data elements:

- Member identification (Last, First and Middle Name)
- Date of birth
- Age
- Telephone number
- Address
- Identification of new patients
- Date of last EPSDT Screen
- Screen Due or Overdue

## **S. Provider Network**

The PH-MCO must establish and maintain adequate Provider Networks to serve all of the eligible HealthChoices populations in each HealthChoices Zone covered by this Agreement. Provider Networks must include, but not be limited to: hospitals, children's tertiary care hospitals, specialty clinics, trauma centers, facilities for high-risk deliveries and neonates, specialists, dentists, orthodontists, physicians, pharmacies, emergency transportation services, long-term care facilities, rehab facilities, home health agencies, certified hospice providers and DME suppliers in sufficient numbers to make available all services in a timely manner. Detailed requirements related to the composition of Provider Networks and members' access to services from the providers in those networks are located in Exhibit AAA, Provider Network Composition/Service Access, as applicable.

If the PH-MCO's Provider Network is unable to provide necessary medical services covered under the Agreement, to a particular Member, the PH-MCO must adequately and timely cover these services out-of-network, for the Member for as long as the PH-MCO is unable to provide them and must coordinate with the Out-of-Network Provider with respect to payment.

### **1. Provider Agreements**

The PH-MCO must have written Provider Agreements with a sufficient number of Providers to ensure Member access to all Medically Necessary services covered by the HealthChoices Program.

The requirements for these Provider Agreements are set forth in Exhibit CCC, PH-MCO Provider Agreements.

## **2. Cultural Competency**

Both the PH-MCO and Network Providers must demonstrate Cultural Competency and must understand that racial, ethnic and cultural differences between Provider and Member cannot be permitted to present barriers to accessing and receiving quality health care; must demonstrate the willingness and ability to make the necessary distinctions between traditional treatment methods and/or non-traditional treatment methods that are consistent with the Member's racial, ethnic or cultural background and which may be equally or more effective and appropriate for the particular Member; and demonstrate consistency in providing quality care across a variety of races, ethnicities and cultures. For example, language, religious beliefs, cultural norms, social-economic conditions, diet, etc., may make one treatment method more palatable to a Member of a particular culture than to another of a differing culture.

## **3. Primary Care Practitioner Responsibilities**

The PH-MCO must have written policies and procedures for ensuring that every Member is assigned to a PCP. The PCP must serve as the Member's initial and most important point of contact regarding health care needs. At a minimum, the PH-MCO Network PCP are responsible for:

- a. Providing primary and preventive care and acting as the Member's advocate, providing, recommending and arranging for care.
- b. Documenting all care rendered in a complete and accurate Encounter record that meets or exceeds the DHS data specifications.
- c. Maintaining continuity of each Member's health care.
- d. Communicating effectively with the Member by using sign language interpreters for those who are deaf or hard of hearing and oral interpreters for those individuals with LEP when needed by the Member. Services must be free of charge to the Member. Notice of nondiscrimination and the taglines must be posted in physical locations where providers interact with the public.
- e. Making referrals for specialty care and other Medically Necessary services, both in and out-of-plan.



- f. Maintaining a current medical record for the Member, including documentation of all services provided to the Member by the PCP, as well as any specialty or referral services.
- g. Arranging for Behavioral Health Services in accordance with Exhibit U of this Agreement, Behavioral Health Services.

The PH-MCO will retain responsibility for monitoring PCP actions to ensure they comply with the provisions of this Agreement.

#### **4. Specialists/School Based Health Centers as PCPs**

A Member may qualify to select a specialist to act as PCP if s/he has a disease or condition that is life threatening, degenerative, or disabling. The PH-MCO must allow members to access school based health centers for primary care services regardless of PCP on record.

The PH-MCO must adopt and maintain procedures by which a Member with a life-threatening, degenerative or disabling disease or condition shall, upon request, receive an evaluation and, if the PH-MCO's established standards are met, be permitted to receive:

- A standing referral to a specialist with clinical expertise in treating the disease or condition; or
- The designation of a specialist to provide and coordinate the Member's primary and specialty care.

The referral to or designation of a specialist must be pursuant to a treatment plan approved by the PH-MCO, in consultation with the PCP, the Member and, as appropriate, the specialist. When possible, the specialist must be a Health Care Provider participating in the PH-MCO's Network. If the specialist is not a Network Provider, the PH-MCO may require the specialist to meet the requirements of the PH-MCO's Network Providers, including the PH-MCO's credentialing criteria and QM/UM Program policies and procedures.

Information for Recipients must include a description of the procedures that a Member with a life-threatening, degenerative or disabling disease or condition shall follow and satisfy to be eligible for:

- A standing referral to a specialist with clinical expertise in treating the disease or condition; or
- The designation of a specialist to provide and coordinate the Member's primary and specialty care.

The PH-MCO must have adequate Network capacity of qualified specialists to act as PCPs. These physicians may be predetermined and listed in the directory but may also be determined on an as needed basis. All determinations must comply with specifications set out by Act 68 regulations. The PH-MCO must establish and maintain its own credentialing and recredentialing policies and procedures to ensure compliance with these specifications.

The PH-MCO must require that Providers credentialed as specialists and as PCPs agree to meet all of the PH-MCO's standards for credentialing PCPs and specialists, including compliance with record keeping standards, the Department's access and availability standards and other QM/UM Program standards. The specialist as a PCP must agree to provide or arrange for all primary care, consistent with PH-MCO preventive care guidelines, including routine preventive care, and to provide those specialty medical services consistent with the Member's "special need" in accordance with the PH-MCO's standards and within the scope of the specialty training and clinical expertise. In order to accommodate the full spectrum of care, the specialist as a PCP also must have admitting privileges at a hospital in the PH-MCO's Network.

## **5. Hospital Related Party**

The Department requires that a PH-MCO that is a Related Party to a Hospital or system must insure that the Related Party is willing to negotiate in good faith with other PH-MCOs regarding the provision of services to Recipients. The Department reserves the right to terminate this Agreement with the PH-MCO if it determines that a hospital related to the PH-MCO has refused to negotiate in good faith with other PH-MCOs.

## **6. Mainstreaming**

The PH-MCO must prohibit Network Providers from intentionally segregating their Members in any way from other persons receiving services.

The PH-MCO must investigate Complaints and take affirmative action so that Members are provided covered services without

regard to race, color, creed, sex, religion, age, national origin, ancestry, marital status, gender identity or expression, sexual orientation, language, MA status, health status, disease or pre-existing condition, anticipated need for health care or physical or mental handicap, except where medically indicated. Examples of prohibited practices include, but are not limited to, the following:

- Denying or not providing a Member any MA covered service or availability of a facility within the PH-MCO's Network. The PH-MCO must have explicit policies to provide access to complex interventions such as cardiopulmonary resuscitations, intensive care, transplantation and rehabilitation when medically indicated and must educate its Providers on these policies. Health care and treatment necessary to preserve life must be provided to all persons who are not terminally ill or permanently unconscious, except where a competent Member objects to such care on his/her own behalf.
- Subjecting a Member to segregated, separate, or different treatment, including a different place or time from that provided to other Members, public or private patients, in any manner related to the receipt of any MA covered service, except where Medically Necessary.
- The assignment of times or places for the provision of services on the basis of the race, color, creed, religion, age, sex, national origin, ancestry, marital status, sexual orientation, gender identity or expression, income status, program membership, language, MA status, health status, disease or pre-existing condition, anticipated need for health care or physical or mental disability of the participants to be served.

If the PH-MCO knowingly executes an agreement with a Provider with the intent of allowing or permitting the Provider to implement barriers to care (i.e. the terms of the Provider Agreement are more restrictive than this Agreement), the PH-MCO shall be in breach of this Agreement.

## **7. Network Changes/Provider Terminations**

### **a. Network Changes**

- i. Notification to the Department  
Other than terminations outlined below in Section 7.b (Provider Terminations), the PH-MCO must review its network and notify the Department of any changes to

its Provider Network (closed panels, relocations, death of a provider, etc.) through the quarterly additions/deletions provider network reporting.

ii. **Procedures and Work Plans**

The PH-MCO must have procedures to address changes in its Network that impact Member access to services, in accordance with the requirements of Exhibit AAA, as applicable, Network Composition, of this Agreement. Failure of the PH-MCO to address changes in Network composition that negatively affect Member access to services may be grounds for termination of this Agreement.

iii. **Timeframes for Notification to Members**

The PH-MCO must update web-based Provider directories to reflect any changes in the Provider Network as required in Section V.F.16, Provider Directories, of this Agreement.

**b. Provider Terminations**

The PH-MCO must comply with the Department's requirements for provider terminations as outlined in Exhibit C, PH-MCO Requirements for Provider Terminations.

- c. The Commonwealth must screen, enroll and periodically revalidate all MA providers. The PH-MCO may execute network provider agreements pending the outcome of the revalidation process of up to 120 days. The PH-MCO must terminate a network provider immediately upon notification from the Commonwealth that the network provider cannot be revalidated, or the expiration of one 120 day period without revalidation of the provider. The PH-MCO must notify affected members in accordance with the provider termination requirements of this agreement.

**8. Other Provider Enrollment Standards**

The PH-MCO will comply with the program standards regarding Provider enrollment that are set forth in this Agreement.

The PH-MCO must require all Network Providers to be enrolled in the Commonwealth's MA Program and possess an active MMIS Provider ID for each location at which they provide services for the PH-MCO. The PH-MCO must be able to store and utilize the MMIS

Provider ID and NPI stored in the Department's MMIS for each location.

The PH-MCO must enroll a sufficient number of Providers qualified to conduct the specialty evaluations necessary for investigating alleged physical and/or sexual abuse.

The Department encourages the use of Providers currently contracting with the County Children and Youth Agencies who have experience with the foster care population and who have been providing services to children and youth Recipients for many years.

#### **9. Twenty-Four Hour Coverage**

It is the responsibility of the PH-MCO to have coverage available directly or through its PCPs, who may have on-call arrangements with other qualified Providers, for urgent or emergency care on a twenty-four (24) hour, seven (7) day-a-week basis. The PH-MCO must not use answering services in lieu of the above PCP emergency coverage requirements without the knowledge of the Member. For Emergency or Urgent Medical Conditions, the PH-MCO must have written policies and procedures on how Members and Providers can make contact to receive instruction for treatment. If the PCP determines that emergency care is not required, 1) the PCP must see the Member in accordance with the time frame specified in Exhibit AAA, as applicable, under Appointment Standards, or 2) the Member must be referred to an urgent care clinic which can see the Member in accordance with the time frame specified in Exhibit AAA, as applicable, under Appointment Standards.

#### **10. Opioid Use Disorder Centers of Excellence**

The Department will implement OUD-COE in the Physical Health Program throughout the Commonwealth. This initiative will increase the capacity to care for those seeking treatment for OUD, as well as increase the overall quality of care. The PH-MCO must comply with the Department's OUD-COE requirements specified in Exhibit G Opioid Use Disorder Centers of Excellence.

#### **11. Health Information Organization**

PH-MCOs must contract with at least one Health Information Organization (HIO) that is capable of connecting to the PA Patient and Provider Network, or P3N. Information about certified regional networks of HIOs can be found at: <http://dhs.pa.gov/ehealth>.

Contracting efforts must be documented to demonstrate the PH-MCOs effort in complying with this requirement.

## **T. QM and UM Program Requirements**

### **1. Overview**

The PH-MCO must comply with the Department's QM and UM Program standards and requirements described in Exhibit M(1), M(1a) Quality Management and Utilization Management Program Requirements, Exhibit M(2) External Quality Review, and Exhibit M(4) Healthcare Effectiveness Data and Information Set (HEDIS®) and Consumer Assessment of Healthcare Providers and Systems (CAHPS®). The PH-MCO must comply with the Quality Management/Utilization Management Reporting Requirements on the Pennsylvania HealthChoices Extranet site. The Department retains the right of advance written approval and to review on an ongoing basis all aspects of the PH-MCO QM and UM programs, including subsequent changes. The PH-MCO must comply with all QM and UM program reporting requirements and must submit data in formats to be determined by the Department.

The Department, in collaboration with the PH-MCO, retains the right to determine and prioritize QM and UM activities and initiatives based on areas of importance to the Department and CMS.

### **2. Healthcare Effectiveness Data and Information Set (HEDIS®)**

The PH-MCO must submit HEDIS® data to the Department by June 15<sup>th</sup> of the current year, as outlined in Exhibit M(4) Healthcare Effectiveness Data and Information Set (HEDIS®). The previous calendar year is the standard measurement year for HEDIS® data.

### **3. External Quality Review (EQR)**

On at least an annual basis, the PH-MCO will cooperate fully with any external evaluations and assessments of its performance authorized by the Department under this Agreement and conducted by the Department's contracted External Quality Review Organization (EQRO) or other designee. Independent assessments will include, but not be limited to, any independent evaluation required or allowed by federal or state statute or regulation. See Exhibit M(2) External Quality Review. The Department may use the term PA Performance Measures in place of External Quality Review performance measures throughout this Agreement.

**4. Pay for Performance Programs**

The Department conducts a Pay for Performance (P4P) Program that provides financial incentives for PH-MCOs that meet quality goals. Information regarding MCO Pay for Performance Programs may be found in Exhibit B(1), HealthChoices MCO Pay for Performance Program. Information regarding the Provider Pay for Performance Program may be found in Exhibit B(3), HealthChoices Provider Pay for Performance Program.

**5. QM/UM Program Reporting Requirements**

The PH-MCO must comply with all QM and UM program reporting requirements and time frames outlined in Exhibit M(1) Quality Management and Utilization Management Program Requirements and Quality Management/Utilization Management Deliverables, available on the Pennsylvania HealthChoices Extranet. The Department will, on a periodic basis, review the required reports and make changes to the information/data and/or formats requested based on the changing needs of the HealthChoices Program. The PH-MCO must comply with all requested changes to the report information and formats as deemed necessary by the Department. The Department will provide the PH-MCO with at least sixty (60) days notice of changes to the QM/UM reporting requirements. Information regarding QM and UM reporting requirements may be found on the Pennsylvania HealthChoices Extranet.

**6. Delegated Quality Management and Utilization Management Functions**

The PH-MCO may not structure compensation or payments to individuals or entities that conduct Utilization Management activities so as to provide incentives for the individual or entity to deny, limit, or discontinue Medically Necessary services to any Member.

**7. Consumer Involvement in the Quality Management and Utilization Management Programs**

The PH-MCO will participate and cooperate in the work and review of the Department's formal advisory body through participation in the Medical Assistance Advisory Committee (MAAC) and its subcommittees.

**8. Confidentiality**

The PH-MCO must have written policies and procedures for maintaining the confidentiality of data that addresses medical records, Member information and Provider information and is in compliance with the provisions set forth in Section 2131 of the Insurance Company Law of 1921, as amended, 40 P.S. §991.2131; 55 Pa. Code Chapter 105; and 45 C.F.R. Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health Information).

The PH-MCO must require its Network Provider offices and sites have mechanisms that guard against unauthorized or inadvertent disclosure of confidential information to persons outside the PH-MCO.

Release of data by the PH-MCO to third parties requires the Department's advance written approval, except for releases for the purpose of individual care and coordination among Providers, releases authorized by the Member or those releases required by court order, subpoena or law.

## **9. Department Oversight**

The PH-MCO and its Subcontractor(s) will make available to the Department upon request, data, clinical and other records and reports for review of quality of care, access and utilization issues including but not limited to activities related to External Quality Review, HEDIS®, Encounter Data validation, and other related activities.

The PH-MCO must submit a plan, in accordance with the time frames established by the Department, to resolve any performance or quality of care deficiencies identified through ongoing monitoring activities and any independent assessments or evaluations requested by the Department.

The PH-MCO must obtain advance written approval from the Department before releasing or sharing data, correspondence and/or improvements from the Department regarding the PH-MCO's internal QM and UM programs with any of the other HealthChoices PH-MCOs or any external entity.

The PH-MCO must obtain advance written approval from the Department before participating in or providing letters of support for QM or UM data studies and/or any data related external research projects related to HealthChoices with any entity.



**10. PH-MCO and BH-MCO Integrated Care Plan (ICP) Pay for Performance Program**

The Department will provide financial incentives to the PH-MCOs and BH-MCOs for the ICP Program. The Department expects the ICP Program to improve the quality of healthcare and reduce expenditures through enhanced coordination of care among PH-MCOs, BH-MCOs and providers. The targeted membership for this incentive program will be members with persistent serious mental illness PSMI. Information regarding this incentive program is found in Exhibit B(2)-- PH-MCO and BH-MCO Integrated Care Plan Pay for Performance Program.

**11. Centralized Credentialing**

The PH-MCO must utilize the centralized credentialing vendor when selected by the Department to credential and recredential providers seeking to become a MA-enrolled PH-MCO Network Provider. The centralized credentialing vendor will facilitate the gathering of administrative materials needed for provider credentialing and recredentialing, perform primary source verifications, and provide the results of the primary source verification to the PH-MCO. The PH-MCO will evaluate the information provided by the centralized credentialing vendor and make the final determination of whether a provider will be credentialed or recredentialed with the PH-MCO and added to the PH-MCO's Network. The PH-MCO must establish agreements and cooperate with the Commonwealth-procured centralized credentialing vendor to support the activities of the vendor, including but not limited to data exchange, receipt of verified application materials and other information, marketing, and notification of the outcome of the PH-MCO's credentialing and recredentialing decisions. The PH-MCO will continue to be responsible for meeting the credentialing and recredentialing requirements as per Exhibit M(1) Quality Management and Utilization Management Program Requirements, Standard VIII in of this Agreement unless otherwise specified by the Department.

**U. Mergers, Acquisitions, Mark, Insignia, Logo and Product Name**

**1. Mergers and Acquisitions**

The Department must be notified at least thirty (30) calendar days in advance of a merger or acquisition of the PH-MCO. The PH-MCO must bear the cost of reprinting HealthChoices outreach material, if a change involving content is made prior to the EAP's annual revision of materials.

## **2. Mark, Insignia, Logo, and Product Name Changes**

The PH-MCO must submit mark, insignia, logo, and product name changes within thirty (30) calendar days of projected implementation for the Department's review. The PH-MCO must be responsible for bearing the cost of reprinting HealthChoices outreach materials, if a change is made prior to the EAP's annual revision of materials. These changes, made by the PH-MCO include, but are not limited to, change in mark, insignia, logo, and product name of the PH-MCO.

## **SECTION VI: PROGRAM OUTCOMES AND DELIVERABLES**

The PH-MCO must obtain the Department's prior written approval of all Deliverables prior to the operational date of the Initial Term and throughout the duration of the Agreement unless otherwise specified by the Department.

The Department may require the PH-MCO to resubmit for Department approval previously approved Deliverables, as needed, to conform to the Agreement or applicable law. Unless otherwise specified by the Department, previously approved Deliverables remain in effect until approval of new versions. If the PH-MCO makes changes to previously approved Deliverables, these Deliverables must be resubmitted for Department review and approval unless otherwise specified by the Department.

The Department will conduct on-site Readiness Reviews, for implementation of a new procurement or reprocurement, to document the PH-MCO's compliance with this Agreement. Upon request by the Department, as part of the readiness review, the Contractor must provide detailed written descriptions of how the Contractor is complying with Agreement requirements and standards. The Department may continue development of readiness review elements, program standards and forms prior to scheduling the actual on-site readiness review visits.

## **SECTION VII: FINANCIAL REQUIREMENTS**

### **A. Financial Standards**

The PH-MCO must comply with all financial requirements included in this Agreement, in addition to those of the PID. As proof of financial responsibility and adequate protection against insolvency in accordance with 42 C.F.R. §438.116, the following applies:

## **1. Risk Protection Reinsurance for High Cost Cases**

If the PH-MCO is eligible for inclusion in the High Cost Risk Pool, for every HealthChoices Zone of operation, per Appendix 3k, then risk protection reinsurance is not required. Reinsurance is also not required if the PH-MCO has, at a minimum, a combined membership of 60,000 Members across all Pennsylvania lines of business.

- a. If risk protection reinsurance is required, the PH-MCO must obtain reinsurance to cover, at a minimum, eighty (80) percent of inpatient costs incurred by one (1) Member in one (1) year in excess of \$200,000 except as provided at 1. b) below the Department may alter or waive the reinsurance requirement if the PH-MCO proposes an alternative risk protection arrangement that the Department determines is acceptable.

The PH-MCO may not change or discontinue the approved risk protection arrangement without advance written approval from the Department, which approval shall not be unreasonably withheld. Not less than forty-five (45) days before each risk protection arrangement expires, the PH-MCO must provide the Department with a detailed plan for risk protection after the current arrangement expires, including any planned changes. The PH-MCO must submit each risk protection arrangement to the Department for prior approval. If the risk protection arrangement is an annual agreement, the PH-MCO must submit each annual agreement to the Department for prior written approval.

- b. The reinsurance threshold requirement shall be \$100,000, if any of the following criteria is met:
  - i. The PH-MCO has been operational (providing medical benefits to any type of consumer) for less than three (3) years; or
  - ii. The PH-MCO's SAP basis Equity is less than six (6.0) percent of revenue earned by the licensed HMO during the most recent four (4) quarters for which the due date has passed for submission of the unaudited reports filed by the PH-MCO with the PID; or
  - iii. The net income as reported to the PID over the past three (3) years was less than zero.

- c. The PH-MCO may not purchase required reinsurance risk protection from a Related Party or an Affiliate unless all of the following conditions are met:
- The Related Party or Affiliate is a reinsurance or insurance company in the business to provide such reinsurance risk protection;
  - The PH-MCO's reinsurance risk protection annual premium is less than six (6.0) percent of the Related Party or Affiliate's total annual written reinsurance or insurance related premium; and
  - The PH-MCO has received prior written approval from the Department to purchase the reinsurance risk protection from the Related Party or Affiliate.

## **2. Equity Requirements and Solvency Protection**

The PH-MCO must meet the Equity and solvency protection requirements set forth below.

The PH-MCO must maintain SAP-basis Equity equal to the highest of the amounts determined by the following "Three (3) Part Test" as of the last day of each calendar quarter:

- \$20.00 million;
- 7.000% of Revenue earned by the licensed HMO during the most recent four (4) calendar quarters; or
- 7.000% of Revenue earned by the licensed HMO during the current quarter multiplied by three (3).

Revenue, for the purpose of the Equity requirement calculation, is defined as the total gross Direct Business Premiums, for all Pennsylvania lines of business, reported in Schedule T, "Premiums and Other Considerations," of the PID report.

For the purpose of this requirement, Equity amounts, as of the last day of each calendar quarter, shall be determined in accordance with statutory accounting principles as specified or accepted by the PID. The Department will accept PID determinations of Equity amounts, and in the absence of such determination, will rely on required financial statements filed by the PH-MCO with PID to determine Equity amounts.

The PH-MCO must provide the Department with reports as specified in Section VIII.D and E. Financial Reports and Equity.

With approval from the Department, the PH-MCO may elect this alternative equity requirement. This alternative requirement has three parts:

- a. PH-MCO RBC ratio of at least three (3.0); and
- b. Substitution of five and one-half percent (5.5%) where the figure seven percent (7.0%) is included in the Three Part Test above; and
- c. Compliance with the Three Part Test with the figure of eight and three tenths percent (8.3%), where seven percent (7.0%) is stated, by individual at-risk Subcontractors who collectively receive at least seventy five percent (75%) of the revenue provided by the Department to the PH-MCO. Revenue, for the purpose of this alternative equity requirement, would be premium revenue reported on the most recently available audited statements and updated to incorporate more recent quarterly information.

The PH-MCO must provide documentation of compliance that is satisfactory to the Department, and failing that, must comply with the standard Three Part Test equity requirement.

### **3. Risk Based Capital (RBC)**

The PH-MCO must maintain a RBC ratio of 2.0.

### **4. Prior Approval of Payments to Affiliates**

With the exception of payment of a Claim, the PH-MCO may not pay money or transfer any assets for any reason to an Affiliate without prior approval from the Department, if any of the following criteria apply:

- a. The PH-MCO's RBC ratio was below the requirement in Section VII.A.3 as of December 31 of the most recent year for which the due date for filing the annual unaudited PID financial report has passed;
- b. The PH-MCO was not in compliance with the Agreement Equity and solvency protection requirement as of the last day

of the most recent quarter for which the due date for filing PID financial reports has passed;

- c. After the proposed transaction took place, the PH-MCO would not be in compliance with the Agreement Equity and solvency protection requirement; or
- d. Subsequent adjustments are made to the PH-MCO's financial statement as the result of an audit, or are otherwise modified, such that after the transaction took place, a final determination is made that the PH-MCO was not in compliance with the Agreement Equity requirements. In this event, the Department may require repayment of amounts involved in the transaction.

The Department may elect to waive the requirements of this section.

#### **5. Change in Independent Actuary or Independent Auditor**

The PH-MCO must notify the Department within ten (10) calendar days when its contract with an independent auditor or actuary has ended. The notification must include the date and reason for the change or termination and the name of the replacement auditor or actuary, if any. If the change or termination occurred as a result of a disagreement or dispute, the PH-MCO must disclose the nature of the disagreement or dispute.

#### **6. Modified Current Ratio**

The PH-MCO must maintain current assets, plus long-term investments that can be converted to cash within five (5) Business Days without incurring an assessment of more than twenty (20) percent, which equal or exceed current liabilities.

- If an assessment for conversion of long-term investments is applicable, only the value net of the assessment may be counted for the purpose of compliance with this requirement.
- The definitions of current assets and current liabilities are included in the Financial Reporting Requirements.
- Restricted assets may be included only with authorization from the Department.

- The following types of long-term investments may be counted, consistent with above requirements, so long as they are not issued by or include an interest in an Affiliate:
  - Certificates of Deposit
  - United States Treasury Notes and Bonds
  - United States Treasury Bills
  - Federal Farm Credit Funding Corporation Notes and Bonds
  - Federal Home Loan Bank Bonds
  - Federal National Mortgage Association Bonds
  - Government National Mortgage Association Bonds
  - Municipal Bonds
  - Corporate Bonds
  - Stocks
  - Mutual Funds

## **7. Assessments**

In addition to the Department's general assessment authority specified in Section VIII.H of this Agreement, Assessments, if the PH-MCO fails to comply with the requirements of Section VII.A, the Department will take any or all of the following actions:

- Discuss fiscal plans with the PH-MCO's management;
- Suspend payments or a portion of payments for Members enrolled until CMS or the Department is satisfied that the reason for the imposition of the Assessment no longer exists and is not likely to recur;
- Require the PH-MCO to submit and implement a corrective action plan;
- Suspend some or all Enrollment of Members into the PH-MCO, including auto-assignments; and/or
- Terminate this Agreement upon forty-five (45) days written notice, in accordance with Section X of this Agreement, Termination and Default.

## **8. DSH/GME Payment for Disproportionate Share Hospitals Graduate Medical Education**

The Department will make direct payments of DSH/GME to network providers. DSH and GME amounts shall not be included in FFS cost

equivalent projections or in Capitation payments paid by the Department to the PH-MCO.

**9. Member Liability**

In accordance with 42 C.F.R. §438.106, the PH-MCO must provide that Members are not held liable for the following:

- a. Debts of the PH-MCO in the event of the PH-MCO's insolvency.
- b. Services provided to the Member in the event of the PH-MCO fails to receive payment from the Department.
- c. Services provided to the Member in the event of a Health Care Provider with a contractual, referral or other arrangement with the PH-MCO fails to receive payment from the Department or the PH-MCO for such services.
- d. Payments to a Provider that furnishes compensable services under a contractual, referral or other arrangement with the PH-MCO in excess of the amount that would be owed by the Member if the PH-MCO had directly provided the services.

**10. Related Party Hospitals**

The PH-MCO may not include a related party hospital in its network unless the related party hospital, and all physician sites and clinics owned or controlled by the hospital, are included in the network of all but one other PH-MCO that has an Agreement with the Department to operate in the applicable zone. The Department may waive this requirement if the PH-MCO satisfies the Department that a sufficient number of PH-MCOs are unwilling to contract with the hospital at reasonable terms.

**B. Commonwealth Capitation Payments**

**1. Payments for In-Plan Services**

The obligation of the Department to make payments shall be limited to Capitation payments, maternity care payments, and any other payments provided by this Agreement.

**a. Capitation Payments**



- i. The PH-MCO shall receive capitated payments for In-Plan Services as defined in Section VII.B.1 of this Agreement, Payments for In-Plan Services, and in Appendix 3b, Explanation of Capitation Payments.
- ii. The Department will compute Capitation payments using per diem rates. The Department will make a monthly payment to the PH-MCO for each Member enrolled in the PH-MCO, for the first day in the month the Member is enrolled in the PH-MCO and for each subsequent day, through and including the last day of the month.
- iii. If a PH-MCO Member is enrolled into a CHC MCO, the Department will pay capitation to the PH-MCO only through the day prior to the CHC begin date.
- iv. The Department will not make a Capitation payment for a Member Month if the Department notifies the PH-MCO before the first of the month that the individual's MA eligibility or PH-MCO Enrollment ends prior to the first of the month.
- v. The Department will make arrangements for payment by wire transfer or electronic funds transfer. If such arrangements are not in place, payment shall be made by U.S. Mail.
- vi. Upon notice to the PH-MCO, and for those months specified by the Department, by the fifteenth (15<sup>th</sup>) of each month, the Department will make a Capitation payment for each Member for all dates of Enrollment indicated on the Department's CIS/eCIS through the last day of the current month. This payment will be limited to those days for which the Department has not previously made payment to the PH-MCO.
- vii. Unless paragraph vi. above applies, by the fifteenth (15<sup>th</sup>) of each month, the Department will make a Capitation payment for each Member for all dates of Enrollment indicated on the Department's CIS/eCIS prior to the first day of the current month. This payment will be limited to those days for which the Department has not previously made payment to the PH-MCO.

Exceptions:

a) Any Capitation payment that would otherwise be payable in the month of May will be payable by July 19 of the same year.

b) Any Capitation payment that would otherwise be payable in the month of June will be payable by July 12 of the same year.

c) An exception does not apply if the Department has notified the PH-MCO that vi above will apply.

d) An exception does not apply if a PH-MCO becomes responsible to provide Member benefits effective February 1, March 1, April 1, or May 1 and is not responsible to provide Member benefits in any zone in an earlier month of the same year per any physical health HealthChoices Agreement.

- viii. The Department will recover Capitation payments made for Members who were later determined to be ineligible for managed care for up to twelve (12) months after the service month for which payment was made. The Department will recover Capitation payments made for deceased Members or for Members aged twenty-one through sixty-four (21 – 64) residing in a free-standing IMD at least 16 days during the calendar month and the Member's condition is not related to Substance Use Disorder for up to eighteen (18) months after the service month for which payment was made. The Capitation amount recovered for IMD Members is calculated in accordance with Section VII.E.13.

## **2. Maternity Care Payment**

For each live birth, the Department will make a one-time maternity care payment to the PH-MCO with whom the mother is enrolled on the date of birth. However, if the mother is admitted to a hospital and a change in the PH-MCO coverage occurs during the hospital admission, the PH-MCO responsible for the hospital stay shall receive the maternity care payment. Similarly, if the mother is covered by FFS when admitted to the hospital and then assumes PH-MCO coverage while still in the hospital, the Department will not

make a maternity care payment to the PH-MCO. In the event of multiple births (twins, etc.), the Department will make only one maternity care payment.

The PH-MCO must pay fees for delivery services at least equal to the Department's MA fee schedule when the PH-MCO is the primary payer.

The PH-MCO must submit information on maternity events to the Department's MMIS in accordance with Section VIII.B.6.

### **3. Program Changes**

Amendments, revisions, or additions to the MA State Plan or to state or federal regulations, laws, guidelines, or policies shall, insofar as they affect the scope or nature of benefits available to eligible Members, amend the PH-MCO's obligations as specified herein, unless the Department notifies the PH-MCO otherwise. The Department will inform the PH-MCO of any changes, amendments, revisions, or additions to the Medicaid State Plan or changes in the Department's regulations, guidelines, or policies in a timely manner.

If the scope of Recipients or services, inclusive of limitations on those services that are the responsibility of the PH-MCO is changed, the Department will determine whether the change is sufficient that an actuarial analysis might conclude that a rate change is appropriate. If yes, the Department will arrange for the actuarial analysis, and the Department will determine whether a rate change is appropriate. The Department will take into account the actuarial analysis, and the Department will consider input from the PH-MCO, when making this determination. At a minimum, the Department will adjust the rates as necessary to maintain Actuarial Sound Rates. If the Department makes a change, the Department will provide the analysis used to determine the rate adjustment. If the scope of services or consumers that are the responsibility of the PH-MCO is changed, upon request by the PH-MCO, the Department will provide written information on whether the rates will be adjusted and how, along with an explanation for the Department's decision.

The rates in Appendix 3f, Capitation Rates will remain in effect until agreement is reached on new rates and their effective date, unless modified to reflect changes to the scope of services or consumers in the manner described in the preceding paragraph.

### **C. Acceptance of Actuarially Sound Rates**

By executing the Agreement, the PH-MCO has reviewed the rates as set forth in the Rate Appendices in this Agreement, Capitation Rates, and accepts the rates for the relevant Agreement period.

**D. Claims Processing Standards, Monthly Report and Assessments**

These requirements and assessments are applied separately by zone.

**1. Timeliness Standards**

The PH-MCO must adjudicate Provider Claims consistent with the requirements below. These requirements apply collectively to Claims processed by the PH-MCO and any Subcontractor. Subcapitation payments are excluded from these requirements.

The adjudication timeliness standards follow for each of three (3) categories of Claims:

- a. Claims received from a hospital for inpatient admissions ("Inpatient"):

90.0% of Clean Claims must be adjudicated within thirty (30) days of receipt.

100.0% of Clean Claims must be adjudicated within forty-five (45) days of receipt.

100.0% of all Claims must be adjudicated within ninety (90) days of receipt.

- b. Drug Claims:

90.0% of Clean Claims must be adjudicated within thirty (30) days of receipt.

100.0% of Clean Claims must be adjudicated within forty-five (45) days of receipt.

100.0% of all Claims must be adjudicated within ninety (90) days of receipt.

- c. All Claims other than inpatient and drug:

90.0% of Clean Claims must be adjudicated within thirty (30) days of receipt.

100.0% of Clean Claims must be adjudicated within forty-five (45) days of receipt.

100.0% of all Claims must be adjudicated within ninety (90) days of receipt.

The adjudication timeliness standards do not apply to Claims submitted by Providers under investigation for Fraud or Abuse from the date of service to the date of adjudication of the Claims. Providers can be under investigation by a governmental agency or the PH-MCO; however, if under investigation by the PH-MCO, the Department must have immediate written notification of the investigation.

The PH-MCO must adjudicate every Claim entered into the PH-MCO's computer information system that is not a Rejected Claim. The PH-MCO must maintain an electronic file of Rejected Claims, inclusive of a reason or reason code for rejection. The PH-MCO must deny a claim for a Recipient who was not a MCO Member as of the date of service at the time of processing of the claim and must notify the Provider.

The amount of time required to adjudicate a paid Claim is computed by comparing the date the Claim is received with the check date or the MCO bank notification date for electronic payment. The check date is the date printed on the check. The amount of time required to adjudicate a Denied Claim is computed by comparing the date the Claim is received with the date the denial notice was created or the transmission date of an electronic denial notice. The PH-MCO must mail checks not later than three (3) Business Days from the check date and make electronic payments within three (3) Business Days of the bank notification date.

The PH-MCO must record, on every Claim processed, the date the Claim was received. A date of receipt imbedded in a Claim reference number is acceptable for this purpose. This date must be carried on Claims records in the Claims processing computer system. Each hardcopy Claim received by the PH-MCO, or the electronic image thereof, must be date-stamped with the date of receipt no later than the first (1<sup>st</sup>) Business Day after the date of receipt. The PH-MCO must add a date of receipt to each Claim received in the form of an electronic record or file within one (1) Business Day of receipt.

If responsibility to receive Claims is subcontracted, the date of initial receipt by the Subcontractor determines the date of receipt applicable to these requirements.

## **2. Assessments**

The Department will utilize the monthly report that is due on the fifth (5<sup>th</sup>) calendar day of the fifth (5<sup>th</sup>) subsequent month after the Claim is received to determine Claims processing timeliness. For example, the Department shall utilize the monthly report that is due January 5<sup>th</sup>, to determine Claims processing timeliness for Claims received in the previous August. The Department shall utilize the monthly report that is due February 5<sup>th</sup>, to determine Claims processing timeliness for Claims received in the previous September. The Department shall utilize the monthly report that is due March 5<sup>th</sup>, to determine Claims processing timeliness for Claims received in the previous October, and so on.

All Claims received during the month, for which an assessment is being computed, that have not been adjudicated at the time the assessment is being determined, shall be considered a Clean Claim.

If a Commonwealth audit, or an audit required or paid for by the Commonwealth, determines Claims processing timeliness data that are different than data submitted by the PH-MCO, or if the PH-MCO has not submitted required Claims processing data, the Department will use the audit results to determine the assessment amount.

The assessments included in the charts below shall apply separately to:

- a. Inpatient Claims
- b. Claims other than inpatient and drug

The PH-MCO will be considered in compliance with the requirement for adjudication of 100.0% of all inpatient Claims if 99.5% of all inpatient Claims are adjudicated within ninety (90) days of receipt. The PH-MCO will be considered in compliance with the requirement of adjudication of 100.0% of all Claims other than inpatient and drug if 99.5% of all Claims other than inpatient and drug are adjudicated within ninety (90) days of receipt.

The Department will reduce the assessments in the charts below by one-third if the PH-MCO has 25,000-50,000 Members and by two-thirds if the PH-MCO has less than 25,000 Members.

The total assessment for the current month will increase to \$10,000 if the following conditions exist:

- PH-MCO fails to comply with any adjudication timeliness requirement for Claims received in any seven (7) of the nine (9) previous months; and

The sum of adjudication timeliness assessments for the current month is greater than zero (0) but less than \$10,000.

### **CLAIMS ADJUDICATION MONTHLY ASSESSMENT CHART**

The Department will compute assessments as for failure to adjudicate inpatient Claims and Claims other than inpatient or pharmacy.

Percentage of Clean Claims Adjudicated in 30 Days	Assessment
88.0 – 89.9	\$1,000
80.0 – 87.9	\$3,000
70.0 – 79.9	\$5,000
60.0 – 69.9	\$8,000
50.0 – 59.9	\$10,000
Less than 50.0	\$15,000
Percentage of Clean Claims Adjudicated in 45 Days	Assessment
98.0 – 99.5	\$1,000
90.0 – 97.9	\$3,000
80.0 – 89.9	\$5,000
70.0 – 79.9	\$8,000
60.0 – 69.9	\$10,000
Less than 60.0	\$15,000
Percentage of All Claims Adjudicated in 90 Days	Assessment
98.0 – 99.5	\$1,000
90.0 – 97.9	\$3,000
80.0 – 89.9	\$5,000
70.0 – 79.9	\$8,000
60.0 – 69.9	\$10,000
Less than 60.0	\$15,000

## **E. Other Financial Requirements**

### **1. Physician Incentive Arrangements**

- a. PH-MCOs must comply with the PIP requirements included under 42 C.F.R. §§ 422.208 and 422.210, which apply to Medicaid managed care under 42 C.F.R. §438.3.
- b. PH-MCOs are only permitted to operate PIPs if 1) no specific payment is made directly or indirectly to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to a Member; and 2) the disclosure, computation of Substantial Financial Risk, Stop-Loss Protection, and Member survey requirements of this section are met.
- c. PH-MCOs must provide information specified in the regulations to the Department and CMS, upon request. In addition, PH-MCOs must provide the information on their PIPs to any Member, upon request. PH-MCOs that have PIPs placing a physician or physician group at Substantial Financial Risk for the cost of services the physician or physician group does not furnish must assure that the physician or physician group has adequate Stop-Loss Protection. PH-MCOs that have PIPs placing a physician or physician group at Substantial Financial Risk for the cost of service the physician or physician group does not furnish must also conduct surveys of Members and disenrollees addressing their satisfaction with the quality of services and their ability to access services.
- d. PH-MCOs must provide the following disclosure information concerning its PIPs to the Department prior to approval of the contract:
  - whether referral services are included in the PIP,
  - the type of incentive arrangement used, i.e. withhold bonus, capitation,
  - a determination of the percent of payment under the contract that is based on the use of referral services to determine if Substantial Financial Risk exists,
  - panel size, and if Members are pooled, pooling method used to determine if Substantial Financial Risk exists,
  - assurance that the physician or physician group has adequate Stop-Loss Protection and the type of coverage, if this requirement applies.



Where Member/disenrollee survey requirements apply, the PH-MCOs must provide the survey results.

- e. The PH-MCO must provide the disclosure information specified in 1.d. above to the Department annually, unless the Department has provided the PH-MCO with notice of suspension of this requirement.

## **2. Retroactive Eligibility Period**

The PH-MCO shall not be responsible for any payments owed to Providers for services that were rendered prior to the effective date of a Member's Enrollment into the PH-MCO.

## **3. Payment for Services Provided by In-Network Providers**

The PH-MCO must make timely payment for Medically Necessary, covered services rendered by Network Providers when:

- a. Services were rendered to treat an Emergency Medical Condition;
- b. Services were rendered under the terms of the PH-MCO's agreement with the Provider;
- c. Services were Prior Authorized; or
- d. It is determined by the Department, after a hearing, that the services should have been authorized.

## **4. Payments for Out-of-Network Providers**

- a. The PH-MCO must make timely payments to Out-of-Network Providers for Medically Necessary, covered services when:
  - i. Services were rendered to treat an Emergency Medical Condition;
  - ii. Services were Prior Authorized;
  - iii. It is determined by the Department, after a hearing, that the services should have been authorized; or

- iv. A child enrolled in the PH-MCO is placed in emergency substitute care and the county placement agency cannot identify the child nor verify MA coverage.
- b. The PH-MCO is not financially liable for:
  - i. Services rendered to treat a non-emergency condition in a hospital emergency department (except to the extent required by law), unless the services were Prior Authorized; or
  - ii. Prescriptions presented at Out-of-Network Provider pharmacies that were written by Non-participating providers or Out-of-Network Providers unless:
    - the Non-participating Provider or Out-of-Network provider arrangements were approved in advance by the PH-MCO and any prior authorization requirements (if applicable) were met;
    - the Non-participating Provider or Out-of-Network Provider prescriber and the pharmacy are the Member's Medicare providers; or
    - the Member is covered by a third party carrier and the Non-participating or Out-of-Network Provider prescriber and the pharmacy are the Member's third party providers.

The PH-MCO must assume financial responsibility, in accordance with applicable law, for emergency services and urgently needed services as defined in 42 C.F.R. §417.401 that are obtained by its Members from Providers and suppliers outside the PH-MCO's Provider Network even in the absence of the PH-MCO's prior approval.

## **5. Payments to FQHCs and RHCs**

Effective with dates of services beginning on or after January 1, 2016, the PH-MCO must pay all FQHCs and RHCs rates that are not less than the FFS Prospective Payment System (PPS) rate(s), as determined by the Department. Beginning on or after December 1, 2016, the PH-MCO must also make a payment separate from the PPS rate(s) to any FQHC that has opted-in to the Alternative Payment Methodology for inpatient deliveries. The PH-MCO must also include in its Provider Network every FQHC and RHC located

within this HealthChoices Zone that the MCO operates its Program in that is willing to accept PPS rates as payment in full. The PH-MCO must pay all FQHCs and/or RHCs in the Network for eligible visits regardless of whether the FQHC and/or RHC is the Member's primary care physician. This requirement applies to any Subcontractor of the PH-MCO, as required by Section V.O.2.

If a FQHC/RHC has opted-out of receiving the PPS rate from the PH-MCOs, upon notification from the Department of the date that the FQHC/RHC has opt-out, the PH-MCO is no longer required to make payment at the FFS PPS rate, as noted above. Effective with the FQHC/RHC opt-out, the PH-MCO must negotiate and pay the opted-out FQHC/RHC at rates that are no less than what the PH-MCO pays to other providers who provide comparable services within the PH-MCO's Provider Network.

## **6. Payments to Ambulance Service Providers**

Effective with dates of services beginning January 1, 2019, the PH-MCO must pay rates for certain ambulance services that are not less than the amounts listed in PA's MA fee schedule:

- Basic Life Support
- Advanced Life Support
- Air Ambulance Transport
- Ground Mileage
- Air Mileage

This requirement applies to any Subcontractor of the PH-MCO, as required by Section V.O.2.

## **7. Prohibited Payments**

- a. In compliance with the Social Security Act §1903(i)(2)(A-C) and (i)(16-18), the PH-MCO is prohibited from paying for: Medically necessary medical services or products provided or dispensed to Members when:
  - i. The provider is excluded from participation under this or any other Federal funded program;
  - ii. The service is provided at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under this or any other Federally funded program;

- iii. When the provider furnishing the medical product or service knew or had reason to know of the ordering or referring physician's exclusion from participation under this or any other Federally funded program (after a reasonable time period after reasonable notice has been furnished to the provider); or
  - iv. When the Department has failed to suspend payments during any period when there is a pending investigation of credible allegation of fraud against a provider, unless the Department determines there is good cause not to suspend such payments in accordance with regulations at 42 C.F.R. 455.23 promulgated by the Secretary of Health and Human Services for purposes of Section 1862(o) of the Social Security Act.
  - v. Exception – When the medically necessary medical service or product is provided as an emergency service to the Member.
- b. The PH-MCO shall not make payment with respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997.
  - c. The PH-MCO shall not make payment with respect to any amount expended for roads, bridges, stadiums, or any other item or service not covered under the Medicaid State Plan.
  - d. The PH-MCO shall not make payment with respect to any amount expended for home health care services provided by any agency or organization, unless the agency or organization provides the Department with a surety bond as specified in §1861(o)(7) of the Social Security Act.

## **8. Value Based Purchasing (VBP)**

Value-based purchasing (VBP) is the Department's initiative to transition providers to being paid for the value of the services provided, rather than simply the volume of services. VBP Payment Strategies and VBP Models are critical for improving quality of care, efficiency of services, reducing cost, and addressing Social Determinants of Health.

The Department has developed an aligned VBP framework that consists of both VBP Payment Strategies and VBP Models. VBP Payment Strategies define the mechanism by which the providers

are paid by the MCO. VBP Payment Strategies are tiered by three levels of risk: low, medium, and high.

VBP Models define a way to organize and deliver care and may incorporate one or more VBP Payment Strategies as ways to pay providers. The Department is categorizing VBP Models into recommended models and required models.

PH-MCOs, BH-MCOs, CHC-MCOs, and CHIP-MCOs can form integrated VBP models. MCOs should work towards integrating VBP models, because addressing physical health needs can improve behavioral health outcomes, and vice versa.

a. VBP Payment Strategies

The MCO must enter into VBP Payment Arrangements with Providers that incorporate approved VBP Payment Strategies. The Department retains the ability to accept or reject any proposals to count toward the required VBP medical spend percentage. The approved VBP Payment Strategies are tiered as low-risk (performance based contracting), medium risk (shared savings, shared risk, bundled payments), and high risk (global payments).

Each arrangement must include quality benchmarks, financial incentives, penalties or both, without which the Department will reject the arrangement as counting towards the required VBP medical spend percentage. MCOs can also layer additional non-financial incentives as long as financial incentives are also in the arrangement.

Approved payment strategies:

i. Performance based contracting (low-risk strategy): FFS contracts in which incentives payments and/or penalties are linked to Network Provider performance. The MCO must measure Network Providers against quality benchmarks or incremental improvement benchmarks, and must include in the contract incentives or penalties or both based upon meeting these benchmarks.

ii. Shared Savings (medium-risk strategy): Supplemental payments to Network Providers if they can reduce health care spending relative to an annual cost benchmark, either for a defined Member sub-population or the total Member population served by a Network Provider. The cost benchmark should be developed prospectively, based at least in part on historical claims, and be risk

adjusted if needed. The supplemental payment is a percentage of the net savings generated by the Network Provider.

iii. Shared Risk (medium-risk strategy): Supplemental payments to Network Providers if they are able to reduce health care spending relative to a cost benchmark, either for a defined Member sub-population or the total Member population served by a Network Provider. The cost benchmark should be developed prospectively, based at least in part on historical claims, and risk adjusted if needed. The payment is a percentage of the net savings generated by the Network Provider. These arrangements also include shared losses with Network Providers if costs are higher relative to a benchmark.

iv. Bundled payments (medium-risk strategy): Bundled payments include all payments for services rendered to treat a Member for an identified condition during a specific time period. The payments may either be made in bulk, or be paid over regular predetermined intervals. DHS may specify certain services that must be paid through bundled payments.

v. Global payment (high-risk strategy): Population-based payments that cover all services rendered by a Network Provider, hospital, or health system by the participating MCO.

i. An annual global budget is developed prospectively. These payments can either be made in bulk, delivered over regular predetermined intervals, or based on fee-for-service payments with retrospective reconciliation to the global budget. If these payments are subject to retrospective reconciliation, at least a portion of the payment must be prospective to allow Network Providers to make upfront investments in population health infrastructure.

ii Global payments should link payments to both improved physical health and behavioral health quality measures, and provide incentive to reduce potentially avoidable utilization and address social determinants of health. Global payments must also take into consideration market shift on an annual basis, to ensure that Network Providers are not simply decreasing the amount of care provided.

iii Network Providers who are paid via global payments are excluded from participating in separate bundled payment, shared savings, and shared risk arrangements with the same

MCO, because this would be a duplication of payment for services rendered.

b. VBP Models:

VBP Models are divided into Recommended Models, which the Department encourages MCOs to adopt, and Required Models, which are models that MCOs must adopt if they decide to contract with participating Network Providers. MCOs may also implement VBP payment arrangements outside of the recommended models and required models.

Recommended Model:

- i. Accountable Care Organization (ACO): An ACO Model integrates the financing arm with the delivery arm within the same organization, such that both are collectively responsible for the Member. ACO models may include shared savings, shared risk, or global payments.

Required Models: MCOs must participate in required VBP payment models as specified by the Department and work with the Department on the development of new models. Required models include, but are not limited to:

- i. Maternity Care Bundled Payment: The MCO must pay Network Providers who elect to partake in the Maternity Care Bundled Payment as specified by the Department.
- ii. Patient Centered Medical Home (PCMH): The MCO must include all requirements for PCMHs as defined in Exhibit DDD to have the arrangement qualify as a PCMH. Note that payments to PCMHs must be categorized as one of the VBP payment arrangements listed in Section A, and still include quality benchmarks, with incentives or penalties or both based upon meeting these benchmarks, without which the payments will not count towards the required VBP medical spend percentage.
- iii. Rural Health Model: MCOs that pay greater than \$500,000 to a hospital participating in the PA Rural Health Model, must offer to pay the participating hospital in the form of a global budget as established by the current Technical Specifications for Rural Hospital Global Budget as published by the Rural Health Redesign Center. Hospitals participating in the Rural Health Model are excluded from bundled

payment arrangements, because this would make the hospital doubly liable for a member (in both the global budget and the bundled payment). Payments that are linked to the Rural Health Model count as a Global Payment.

c. Financial Goals

The financial goals for the VBP strategies for each calendar year are based on a percentage of the PH-MCO's expenditures to the medical portion of the risk adjusted capitation and maternity revenue without consideration of risk sharing risk pools, P4P or other revenue or revenue adjustments. These goals apply collectively to all HealthChoices Agreements between the PH-MCO and the Department in all HealthChoices Zones. For the purpose of this requirement, Capitation revenue is gross of premiums for risk sharing or risk pool arrangements without adjustment for risk sharing or risk pool results. The PH-MCO must achieve the following percentages through VBP arrangements:

- i. Calendar year 2021 – 50% of the medical portion of the capitation and maternity care revenue rate must be expended through VBP. At least 50% of the 50% must be from a combination of strategies 8.a.ii. through 8.a. v.

In addition, the MCOs must incorporate CBOs into VBP arrangements with Network Providers to address SDOH as follows:

- ii. By March 1, 2021, at least 25% of VBP Payment Strategies that are medium risk and high risk must incorporate at least one CBO that addresses at least one SDOH Domain.
- iii. By June 1, 2021, at least 50% of VBP Payment Strategies that are medium risk and high risk must incorporate at least one CBO that addresses at least one SDOH Domain.
- iv. By September 1, 2021, at least 75% of VBP Payment Strategies that are medium risk and high risk must incorporate at least one CBO that addresses at least one SDOH Domain, and 25% of VBP Payment Strategies that are medium risk and high risk must incorporate one or more CBOs that together address 2 or more SDOH Domains.



The MCO must require the CBO to address at least one of the following SDOH domains, which are included in the statewide resource and referral tool:

- i. Childcare access and affordability
- ii. Clothing
- iii. Employment
- iv. Financial Strain
- v. Food insecurity
- vi. Housing instability/ homelessness
- vii. Transportation
- viii. Utilities

Additionally, in determining which CBOs to incorporate into VBP agreements, the MCO should also consider the following characteristics of CBOs:

- i. Types of services provided
- ii. Accessibility to community members, including hours of operation, location, staffing capacity, accommodations for individuals with special needs including physical disabilities and language barriers
- iii. Number of MA participants served
- iv. Quality of social services provided and experience addressing SDOH
- v. Soundness of fiscal, operational and administrative practices and capacity
- vi. Service area and populations served
- vii. Capacity for increased referrals from providers or the MCO
- viii. Ability to capture and report SDOH data

The MCO must incorporate CBOs into VBP arrangements by either:

- i. Contracting with a CBO directly. The contract structures between the MCOs and CBOs may include, but are not limited to, payment for services rendered, capitation payments, or value-based payments as long as there is no downside risk to the CBO; or
- ii. Contracting with a Network Provider that subcontracts with a CBO.

**b. Reporting**

The Department will measure compliance through required reports that have been accepted by the Department. By January 1 of each calendar year, the PH-MCO must submit its proposed VBP plan to the Department that outlines and describes its plan for compliance in that calendar year. The Department will review and provide feedback on the plan to the PH-MCO. By the last work day of every quarter, the PH-MCO must submit a progress report.

By June 30 of the subsequent calendar year, the PH-MCO must submit a report on accomplishments from the prior year. This annual report must include a listing of the VBP arrangements by provider; and an explanation of each arrangement; and the dollar amount spent for medical services provided during the previous year through these arrangements. The dollar amounts that qualify toward meeting the VBP goals are as follows:

- i. Performance based contracting – dollar value of performance (bonus) payments and direct payments made to the Provider for Members attributed to the provider's panel during the calendar year.
- ii. Shared savings– dollar value of any performance (bonus) payments, direct payments made to the provider and total medical costs incurred by the PH-MCO for Members of the provider's panel during the time period of the calendar year the Member was attributed to the provider's panel.
- iii. Shared risk – dollar value of any performance (bonus) payments and penalty payments, direct payments made to the provider total medical costs incurred by the PH-MCO for Members of the provder's panel during the time period of the calendar year the Member was attributed to the provder's panel.
- iv. Bundled payments– dollar value of bundled payments made to providers. The Department may add additional reporting requirements depending on the services being bundled.
- v. Global payments – dollar value of any performance (bonus) payments, direct payments made to the provider and total medical costs incurred by the PH-

MCO for Members of the provider's panel inclusive of any previous (bonus) payments during the time period of the calendar year the Member was attributed to the provider's panel.

- vi. Patient Centered Medical Homes – dollar value of any PCMH payments, performance (bonus) payments, direct payments made to the provider and total medical costs, incurred by the PH-MCO for Members of the provider's panel during the time period of the calendar year the Member was attributed to the provider's panel.

**c. New Agreements**

If a new PH-MCO Agreement is executed and effective during a calendar year, the reporting requirements are applicable to the calendar year that crosses Agreements, and the Department will determine compliance for the complete calendar year.

**d. Assessment**

This section provides for an assessment against the PH-MCO's revenue if an annual goal is not met.

Not later than 60 calendar days after receipt from the PH-MCO of the annual report on VBP accomplishments, the Department will notify the PH-MCO of its determination about compliance with the goal for the preceding year. The PH-MCO may provide a response within 30 calendar days. After considering the response from the PH-MCO, if any, the Department will notify the PH-MCO of its final determination of compliance.

If the PH-MCO fails to provide a timely and adequate report on VBP accomplishments, the Department may determine that the PH-MCO is not compliant with the goal of the preceding year.

If the determination results in a finding of non-compliance, the Department will reduce the next monthly capitation payment by an amount equivalent to one (1) percent of the capitation it paid to the PH-MCO for December of the prior calendar year.

**e. Data Sharing**

The PH-MCOs must provide timely and actionable data to its providers participating in VBP arrangements. This data should include, but is not limited to, the following:

- i. Identification of high risk patients;
- ii. Comprehensive care gaps inclusive of gaps related to quality metrics used in the VBP arrangement; and
- iii. Service utilization and claims data across clinical areas such as inpatient admissions, non-inpatient facility (Short Procedure Unit/Ambulatory Surgical Center), emergency department, radiology services, lab services, durable medical equipment and supplies, specialty physician services, home health services, and prescriptions.

#### **9. Financial Obligations when the Agreement has Ended**

The Department's obligation to make payments under this HealthChoices Agreement survives the expiration or termination of the Agreement

#### **10. Liability During an Active Grievance or Appeal**

The PH-MCO shall not be liable to pay Claims to Providers if the validity of the Claim is being challenged by the PH-MCO through a Grievance or appeal, unless the PH-MCO is obligated to pay the Claim or a portion of the Claim through a separate agreement with the Provider.

#### **11. Financial Responsibility for Dual Eligibles**

Dual Eligibles age 21 and older who the Department has confirmed are enrolled in Medicare Part D will not participate in HealthChoices and will be disenrolled from HealthChoices prospectively. The PH-MCO must pay Medicare deductibles and coinsurance amounts relating to any Medicare-covered service for qualified Medicare beneficiaries up to the managed care plan Disenrollment date, in accordance with Section 4714 of the Balanced Budget Act of 1997. The PH-MCO will not be responsible for copayments or cost-sharing for Medicare Part D prescriptions.

If no contracted PH-MCO rate exists or if the Provider of the service is an Out-of-Network Provider, the PH-MCO must pay deductibles and coinsurance up to the applicable MA fee schedule for the service.

For Medicare services that are not covered by either MA or the PH-MCO, the PH-MCO must pay cost-sharing to the extent that the payment made under Medicare for the service and the payment made by the PH-MCO do not exceed eighty percent (80%) of the Medicare-approved amount.

The PH-MCO, its Subcontractors and Providers are prohibited from balance billing Members for Medicare deductibles or coinsurance. The PH-MCO must provide a Member who is Dual Eligible access to a Medicare product or service from the Medicare Provider of his or her choice. The PH-MCO must pay any Medicare coinsurance and deductible amount, whether or not the Medicare Provider is included in the PH-MCO's Provider Network and whether or not the Medicare Provider has complied with the Prior Authorization requirements of the PH-MCO.

The Commonwealth enters into a Coordination of Benefits Agreement with Medicare for the Medical Assistance populations. Consistent with 42 C.F.R. §438.3 (t), the PH-MCO must enter into individual Coordination of Benefits Agreements with Medicare for members dually eligible for Medicaid and Medicare, and participate in the automated claims crossover process.

## **12. Financial Responsibility for transitioning CHC Members**

- A. Section 12.A applies to the PH-MCO's responsibility to provide benefits to a Member who is transitioning to CHC due to approval of LTSS and does not have a spend down period.
  - i. Residence in a nursing facility is not cause for disenrollment from the PH-MCO.
  - ii. The PH-MCO is responsible for nursing facility services so long as the Member is enrolled in the PH-MCO. Once the PH-MCO is notified that a Member has been determined Nursing Facility Clinically Eligible (NFCE), despite not being enrolled in CHC at the time, the PH-MCO would continue to be responsible to provide nursing facility benefits and all other covered health benefits from the thirty-first (31st) day forward.

- iii. If CIS/eCIS provides a CHC start date and if the PH-MCO's responsibility to provide benefits absent this information continues up to the date prior to the CHC start date or an earlier date in the same month, the last day of the PH-MCO's responsibility to provide nursing facility benefits and all other covered health benefits is the date prior to the Member's CHC start date.
- B. Section 12.B applies to the PH-MCO's responsibility to provide benefits to a Member who is transitioning to CHC due to approval for LTSS and is subject to a spend down period.
- i. Residence in a nursing facility is not cause for disenrollment from the PH-MCO.
  - ii. The PH-MCO will not be responsible to pay the nursing facility benefits for the Member having a spend down period for any day after the thirtieth (30<sup>th</sup>) consecutive day the Member resides in the nursing facility and is a Member of this PH-MCO.
  - iii. The PH-MCO is responsible for all other services covered by this Agreement on the 31<sup>st</sup> consecutive day and all subsequent days that the Member is enrolled in the PH-MCO. This exemption from responsibility to pay the nursing facility will continue unabated if the Member is admitted to a hospital and returns to the nursing facility. It is acceptable for the PH-MCO to decline to accept or approve nursing facility claims for days after the thirtieth (30<sup>th</sup>) consecutive day the Member is in the nursing facility until notice is received that the Member's spend down requirement has been met.
  - iv. The PH-MCO's responsibility for nursing facility benefits begins the date after the spend down period is complete.
  - v. If CIS/eCIS provides a CHC start date and if the PH-MCO's responsibility to provide benefits absent this information continues up to the date prior to the CHC start date or an earlier date in the same month, the last day of the PH-MCO's responsibility to provide nursing facility benefits and all other covered health benefits is the date prior to the Member's CHC start date. The CHC start date may be

retroactive to the date the Member both received NFCE status and the spend down period commenced.

- C. Section 12.C applies to the PH-MCO's responsibility to provide benefits to a Member who was determined not to be NFCE due to a penalty period.
- i. Residence in a nursing facility is not cause for disenrollment from the PH-MCO.
  - ii. The PH-MCO will not be responsible to pay the nursing facility during the Member's penalty period, as determined by the Department.
  - iii. The PH-MCO is responsible for all other services covered by this Agreement during the Member's penalty period as long as the Member remains enrolled in the PH-MCO.
  - iv. This exemption from responsibility to pay the nursing facility will continue unabated if the Member is admitted to a hospital and returns to the nursing facility within the Member's penalty period. It is acceptable for the PH-MCO to decline to accept or approve nursing facility claims during the Member's established penalty period.
  - v. If the Member's penalty period has ended and the Member remained enrolled in the PH-MCO, then the PH-MCO is responsible for nursing facility benefits the day after the penalty period is complete and all subsequent days the Member remains enrolled in the PH-MCO.
  - vi. If CIS/eCIS provides a CHC start date and if the PH-MCO's responsibility to provide benefits absent this information continues up to the date prior to the CHC start date or an earlier date in the same month, the last day of the PH-MCO's responsibility to provide nursing facility benefits and all other covered health benefits is the date prior to the Member's CHC start date, which is a date subsequent to completion of the Member's penalty period.
- D. Section 12.D applies to the PH-MCO's responsibility to provide benefits to a Member who was determined not to be NFCE.

- i. Residence in a nursing facility is not cause for disenrollment from the PH-MCO.
- ii. The PH-MCO is responsible to pay the nursing facility after the thirtieth (30<sup>th</sup>) day of residence until the participant leaves the facility, including situations when the member passes away or is discharged prior to being determined eligible for CHC.

### **13. Coverage for Members in an IMD**

Effective January 1, 2020, the Department will make Capitation payments for a Member aged twenty-one through sixty-four (21 – 64) residing in a freestanding IMD and the Member's condition is not related to Substance Use Disorder (SUD) based on the following criteria:

- If the stay is no more than fifteen (15) cumulative days during the period of the monthly capitation payment and the provision of inpatient psychiatric treatment in a freestanding IMD meets the requirements for *in lieu of* services in 42 C.F.R. 438.3 (e) (2)(i) through (iii), payment will be full capitation in which a Member is enrolled in the PH-MCO.
- If the stay is at least sixteen (16) cumulative days during the period of the monthly capitation payment and the provision of inpatient psychiatric treatment in a freestanding IMD meets the requirements for *in lieu of* services in 42 C.F.R. 438.3 (e) (2)(i) through (iii), the payment will be based as follows: per diem rate identified in Section VII.B.1 multiplied by the number of days the Member is both enrolled in the PH-MCO and not residing in a freestanding IMD.

### **14. Telephonic Psychiatric Consultation Team Services**

The PH-MCO will provide documentation on the expenditure of the funds upon request.

### **15. Confidentiality**

The Department may from time to time share with the PH-MCO an internal Business Requirements Document (BRD) or an internal Business Design Document (BDD). The Department may also elect to share FFS inpatient hospital rates and cost-to-charge ratio information with the PH-MCO. The PH-MCO shall not use this



information for a purpose other than support for the PH-MCO's mission to perform its responsibilities per its Agreement with the Department and related responsibilities provided by law. The PH-MCO may share a BRD, a BDD, or the FFS/ inpatient hospital rates and cost-to-charge ratio information provided by the Department with another party, provided that the other party does not use the information for a purpose other than support for the PH-MCO's mission to perform its responsibilities per this Agreement and any other related responsibilities provided by law.

## **16. Audits**

The PH-MCO is responsible to comply with audit requirements as specified in Exhibit WW of this Agreement, HealthChoices Audit Clause.

## **17. Restitution for Overpayments**

The PH-MCO must make full and prompt restitution to the Department, as directed by the Department, for any payments received in excess of amounts due to the PH-MCO under this Agreement whether such overpayment is discovered by the PH-MCO, the Department, or other third party.

## **F. Third Party Liability**

The PH-MCO must comply with the TPL procedures defined by Section 1902(a)(25) of the Social Security Act, 42 U.S.C. 1396a(a)(25) implemented by the Department. Under this Agreement, the TPL responsibilities of the Department will be allocated between the Department and the PH-MCO.

### **1. Cost Avoidance Activities**

- a. The PH-MCO will have primary responsibility for cost avoidance through the COB relative to federal and private health insurance-type resources including, but not limited to, Medicare, private health insurance, ERISA plans, and Workers Compensation. Except as provided in subparagraph b., the PH-MCO must attempt to avoid initial payment of Claims, whenever possible, where federal or private health insurance-type resources are available. The number of claims cost avoided by the MCO's claims system should be reported in Financial Report #8A, "Claims Cost Avoided." The PH-MCO shall not be held responsible for any TPL errors in

the Department's Eligibility Verification System (EVS) or the Department's TPL file.

- b. The PH-MCO and its Subcontractors must pay, and then chase all Clean Claims for preventive pediatric care (including EPSDT services to children), and services to children having medical coverage under a Title IV-D child support order to the extent the PH-MCO is notified by the Department of such support orders or to the extent the PH-MCO becomes aware of such orders, and then seek reimbursement from liable third parties. The PH-MCO recognizes that cost avoidance of these claims is prohibited with the exception of hospital delivery claims, which may be cost-avoided.
- c. The PH-MCO may not deny or delay approval of otherwise covered treatment or services based upon TPL considerations. The PH-MCO may neither unreasonably delay payment nor deny payment of claims unless the existence of TPL is established at the time the claim is adjudicated.

## **2. Post-Payment Recoveries**

- a. Post-payment recoveries are categorized by (a) health-related insurance resources and (b) Other Resources. Health-related insurance resources are ERISA health benefit plans, Blue Cross/Blue Shield subscriber contracts, Medicare, private health insurance, workers compensation, and health insurance contracts. Other resources include, but are not limited to recoveries from personal injury claims, liability insurance, first-party automobile medical insurance and accident indemnity insurance.
- b. The Department's Division of TPL retains the sole and exclusive right to investigate, pursue, collect, and retain all Other Resources. The Department is assigned the Contractor's subrogation rights to collect the "Other Resources" covered by this provision. Any correspondence or Inquiry forwarded to the PH-MCO (by an attorney, provider of service, insurance carrier, etc.) relating to a personal injury accident or trauma-related medical service, or which in any way indicates that there is, or may be, legal involvement regarding the Member and the services which were provided, must be immediately forwarded to the Department's Division of TPL. The PH-MCO may neither delay payment nor deny payment of Claims because they involved an injury stemming

from an accident such as a motor vehicle accident, where the services are otherwise covered. Those funds recovered by the Commonwealth under the scope of these "Other Resources" shall be retained by the Commonwealth.

With respect to any third party payment received by the PH-MCO from a Provider, the PH-MCO shall return all casualty funds to the Department. PH-MCOs shall not instruct providers to send funds directly to the Department. These third party payments shall not be held by the PH-MCO for more than 30 calendar days. If the casualty funds received by the Department must be returned to the PH-MCO for any reason, for example, an outdated check or the amount of the check does not match supporting documentation, the PH-MCO shall have 60 calendar days to return all casualty funds to the Department using the established format.

The PH-MCO must pursue, collect and retain recoveries of a claim involving Workers' Compensation.

- c. Due to potential time constraints involving cases subject to litigation and due to the large dollar value of many claims which are potentially recoverable by the Department's Division of TPL, the Department must ensure that it identifies these cases and establishes its claim before a settlement has been negotiated. Should the Department fail to identify and establish a claim prior to settlement due to the PH-MCO's untimely submission of notice of legal involvement where the PH-MCO has received such notice, the amount of the Department's actual loss of recovery shall be assessed against the PH-MCO. The Department's actual loss of recovery shall not include the attorney's fees or other costs, which would not have been retained by the Department.
- d. Should the Department lose recovery rights to any Claim due to late or untimely filing of a Claim with the liable third party, and the untimeliness in billing that specific Claim is directly related to untimely submission of Encounter Data or additional records under special request, or inappropriate denial of Claims for accidents or emergency care in casualty related situations, the amount of the unrecoverable Claim shall be assessed against the PH-MCO.
- e. Encounter Data that is not submitted to the Department in accordance with the data requirements and/or time frames identified in this Agreement can possibly result in a loss of

revenue to the Department. Strict compliance with these requirements and time frames shall therefore be enforced by the Department and could result in the assessment of penalties against the PH-MCO.

- f. The PH-MCO has the sole and exclusive responsibility and right to pursue, collect and retain all health-related insurance resources for a period of nine (9) months from the date of service or six (6) months after the date of payment, whichever is later. The PH-MCO must indicate their intent to recover on health-related insurance by providing to the Department an electronic file of those cases that will be pursued. The cases must be identified and a file provided to the Department by the PH-MCO within the window of opportunity afforded by the nine (9) months from the date of service or six (6) months after the date of payment unless otherwise granted by the Department. The Department's Division of TPL may pursue, collect and retain recoveries of all health-related insurance cases which are outstanding, that is, not identified by the PH-MCO for recovery, after the later of nine (9) months from the date of service or six (6) months after the date of payment. Notification of intent to pursue, collect and retain health-related insurance is the sole responsibility of the PH-MCO, and cases not identified for recovery will become the sole and exclusive right of the Department to pursue, collect and retain. In such cases where the PH-MCO has identified the cases to be pursued, the PH-MCO shall retain the exclusive responsibility for the cases for a period not to exceed eighteen (18) months. The calculation of the eighteen (18) month period shall commence with receipt of the file from the PH-MCO identifying the cases to be pursued. Any case not completed within the eighteen (18) month period will become the sole and exclusive right of the Department to pursue, collect and retain. The PH-MCO is responsible to notify the Department through the prescribed electronic file process of all outcomes for those cases identified for pursuit. Cases included in Encounter files that were suspended will not be able to be included in the flagging process since the Claims cannot be adjusted in the Department's automated processing system.

With respect to any third party payment received by the PH-MCO from a Provider, the PH-MCO shall ensure that the funds are within their right of recovery following the prescribed order outlined above. If the funds are outside the allowable recovery window, the funds shall be returned to the

Department. These third party payments shall not be held by the MCO for more than 30 calendar days. If the provider funds received by the Department must be returned to the PH-MCO for any reason, for example, an outdated check or the amount of the check does not match supporting documentation, the PH-MCO shall have 60 calendar days to return all provider funds to the Department using the established format.

**3. Health Insurance Premium Payment Program**

The HIPP Program pays for employment-related health insurance for Recipients when it is determined to be cost effective.

**4. Requests for Additional Data**

The PH-MCO must provide, at the Department's request, information not included in the Encounter Data submissions that may be necessary for the administration of TPL activity. The PH-MCO must provide this information within fifteen (15) calendar days of the Department's request. The PH-MCO must respond to Urgent requests within forty-eight (48) hours. Confidentiality of the information must be maintained as required by Federal and State regulations. The Department may request information such as individual medical records for the express purpose of determining TPL for the services rendered.

**5. Accessibility to TPL Data**

The Department will provide the PH-MCO with access to data maintained on the TPL monthly file.

**6. Third Party Resource Identification**

The PH-MCO must supply to the Department's TPL Division Third Party Resources identified by the PH-MCO or its Subcontractors, which do not appear on the Department's TPL database, within two weeks of its receipt by the PH-MCO. In addition to newly identified resources, the PH-MCO must provide information on coverage for other household members, addition of a coverage type, changes to existing resources, including termination of coverage and changes to coverage dates to the Department's TPL Division. The method of reporting must be by electronic file or by any alternative method approved by the Department. TPL resource information must be submitted within two weeks of its receipt by the PH-MCO. A web-based referral is only to be submitted in the following instance: the PH-MCO is no longer the recipient's MCO or the Contract/Policy ID

number is longer than 12 digits, or HIPP Referrals. For web-based referrals, the PH-MCO must use an exact replica of the TPL resource referral form supplied by the Department. For electronic submissions, the PH-MCO must follow the required report format, data elements, and specifications supplied by the Department.

The Department will contact the PH-MCO when the validity of a resource is in question. The PH-MCO shall verify inconclusive resource information within two (2) business days of notification by the Department that the resource information is in dispute. Unless the verification notification is requested on the last business day of the week, then the PH-MCO must respond by the close of business that day to avoid a potential access to care issue for the Member.

The PH-MCO must use the Department's verification systems (EVS) and secured services on the internet (previously known as 'POSNet') to identify insurance information the recipients have on file. If there is additional or different insurance information the PH-MCO or their Subcontractors must communicate the information as directed above.

## **7. Estate Recovery**

The Department's Division of TPL is solely responsible for administering the Estate Recovery Program.

# **SECTION VIII: REPORTING REQUIREMENTS**

## **A. General**

The PH-MCO must comply with state and federal reporting requirements that are set forth in this section and throughout this Agreement.

The PH-MCO must certify data submitted to the Department as required by 42 C.F.R. §438.604, whether in written or electronic form. The PH-MCO must submit certification concurrently with the certified data and the certification of accuracy, completeness and truthfulness of the data must be based on the knowledge, information and belief of the CEO, CFO or an individual who has delegated authority to sign for, and who reports directly to the CEO or CFO.

The PH-MCO will provide the certification via hard copy or electronic format, on the form provided by the Department.

## **B. Systems Reporting**

The PH-MCO must submit electronic data as specified by the Department. Whenever possible, the Department will provide reasonable advance notice of modifications or additions to required electronic data submissions.

Information on the submission of the Department's data files is available on the Pennsylvania HealthChoices Extranet site.

## **1. Encounter Data Reporting**

The PH-MCO must record Encounter Data for internal use and submit complete, timely, and accurate Encounter Data to the Department. The PH-MCO shall only submit Encounter Data for Members enrolled in its plan on the date of service and must not submit duplicate records.

The PH-MCO must maintain appropriate systems and mechanisms to obtain all data from its Providers needed to comply with Encounter Data reporting requirements. Failure of a Provider or Subcontractor to provide the PH-MCO with necessary Encounter Data shall not excuse the PH-MCO's noncompliance with this requirement.

The Department will provide a minimum of sixty (60) days advance written notice to the PH-MCO regarding changes to Encounter Data requirements.

### **a. Data Format**

The PH-MCO must submit Encounter Data to the Department using established protocols. Prior to submission of production data, the PH-MCO must pass Encounter Data certification for all transaction types.

The PH-MCO must provide Encounter Data files in the following ASC X12 transactions:

- 837P
  - Professional
  - Professional Crossover
  - Professional Drug
- 837I
  - Inpatient
  - Inpatient Crossover
  - Outpatient
  - Outpatient Crossover
  - Outpatient Drug

- LTC
- 837D
  - Dental
- NCPDP D.0
  - NCPDP Pharmacy
  - Compound Pharmacy

**b. Timing of Data Submittal**

**i. Provider Claims**

The PH-MCO must require Providers to submit claims to the PH-MCO within one hundred eighty (180) days of the date of service.

The PH-MCO may include a requirement for more prompt submissions of Claims or Encounter Data in Provider Agreements and Subcontracts. Claims adjudicated by a third party vendor must be provided to the PH-MCO by the end of the month following the month of adjudication.

**ii. Encounter Submissions**

All Encounter Data except NCPDP transactions must be submitted by the PH-MCO and approved by the Department on or before the last calendar day of the third month after the adjudication calendar month in which the PH-MCO adjudicated the Claim. NCPDP transactions must be submitted to and approved in the Department's MMIS within thirty (30) days following the adjudication date.

Encounter Data sent to the Department is considered approved when all Department edits are passed.

A file with Encounter Data records that deny due to Department edits will be returned to the PH-MCO. These records must be corrected and resubmitted as "new" Encounter records within the timeframes referenced above.

Corrections and resubmissions must pass all edits before they are approved by the Department.



Failure of Subcontractors to submit Encounter Data timely shall not excuse the PH-MCO's noncompliance with this requirement.

iii. Encounter File Specifications

The PH-MCO must adhere to the file size, format specifications, and file submission schedule.

iv. Response Files

The PH-MCO Encounter Data system must have a mechanism in place to receive, process, and reconcile the U277, NCPDP, and ESC Supplemental response files. The PH-MCO must also store the Department's MMIS ICN associated with each processed Encounter Data record returned on the files.

**c. Data Completeness**

The PH-MCO must submit Encounter Data each time a Member has an Encounter with a Provider. The PH-MCO must have a data completeness monitoring program in place that:

- i. Demonstrates that all Claims and Encounters submitted to the PH-MCO by its Providers and Subcontractors are submitted accurately and timely as Encounters and that denied Encounters are resolved and resubmitted;
- ii. Evaluates Provider and Subcontractor compliance with contractual reporting requirements; and
- iii. Demonstrates the PH-MCO has processes in place to act on the information from the monitoring program and takes appropriate action to ensure full compliance with Encounter Data reporting.

The PH-MCO must submit upon request from the Department a Data Completeness Plan for review and approval. This plan must include the three elements listed above.

**d. Financial Sanctions**

The PH-MCO must provide complete, accurate, and timely Encounter Data to the Department. In addition, the PH-MCO must maintain complete medical service history data.

The Department will request the PH-MCO submit a Corrective Action Plan when areas of noncompliance are identified.

The Department may assess financial sanctions as provided in Exhibit XX, Encounter Data Submission Requirements and Sanctions, based on the identification of instances of non-compliance.

**e. Data Validation**

The PH-MCO must assist the Department in its validation of Encounter Data by making medical records and Claims data available as requested. The validation may be completed by Department staff, independent external review organizations or both.

In addition, the PH-MCO must validate files sent to them when requested.

**f. Secondary Release of Encounter Data**

The Department owns all Encounter Data recorded to document services rendered to Recipients. Access to this data is provided to the PH-MCO and its agents for the sole purpose of operating the HealthChoices Program. The PH-MCO and its agents are prohibited from releasing any data resulting from this Agreement to any third party without the advance written approval of the Department. This prohibition does not apply to internal quality improvement or Disease Management activities undertaken by the PH-MCO or its agents in the routine operation of a managed care plan.

**g. Drug Rebate Supplemental File**

The PH-MCO must submit a complete, accurate and timely monthly file containing supplemental data for NCPDP, 837P Professional Drug, and 837I Outpatient Drug transactions used for the purpose of drug rebate dispute resolution. The file must be submitted by the fifteenth (15<sup>th</sup>) day of the month following the month in which the drug transaction was

processed in the Department's MMIS as specified on the Pennsylvania HealthChoices Extranet.

The MCO Supplemental Data Status Report will be provided to the PH-MCO on or after the 20<sup>th</sup> of each month following receipt of the Drug Rebate Supplemental File. PH-MCOs must use this report to reconcile and correct any errors on Drug Rebate data that was submitted.

## **2. Third Party Liability Reporting**

Third Party Resources identified by the PH-MCO or its Subcontractors, which do not appear on the Department's TPL database, must be supplied to the Department's Division of TPL within two weeks of its receipt by the PH-MCO. The Department will contact the PH-MCO when the validity of a resource is in question. The PH-MCO shall verify inconclusive resource information within two (2) business days of notification by the Department that the resource information is in dispute. Unless the verification notification is requested on the last business day of the week, then the PH-MCO must respond by the close of business that day to avoid a potential access to care issue for their member. The method of reporting shall be by electronic submission via a batch file or by hardcopy document, whichever is deemed most convenient and efficient by the PH-MCO for its individual use. For electronic submissions, the PH-MCO must follow the required report format, data elements, and specifications supplied by the Department. For hardcopy submissions, the PH-MCO must use an exact replica of the TPL resource referral form supplied by the Department. Submissions lacking information key to the TPL database update process will be considered incomplete and will be returned to the PH-MCO for correction and subsequent resubmission.

## **3. PCP Assignment for Members**

The PH-MCO must provide a weekly file (EVS/PCP) to the Department's MMIS containing PCP assignments for all its Members. This file is used to update the Department's Eligibility Verification System.

The PH-MCO must provide this file at least weekly or more frequently if requested by the Department. The PH-MCO must confirm that the PCP assignment information is consistent with all requirements specified by the Department by utilizing the response report provided by the Department. The PH-MCO must comply with the file

submission requirements found on the Pennsylvania HealthChoices Extranet.

#### **4. Provider Network**

The PH-MCO must provide a monthly Network Provider File (PRV640M) to the Department. The initial file must contain records for its entire Provider Network, including Subcontractors. Subsequent monthly files should contain only updates.

The PH-MCO must confirm the information is consistent with all requirements by utilizing the response report (PRM640M) provided by the Department. The PH-MCO must use this report to reconcile and correct any errors. The PH-MCO must comply with the file submission requirements on the Pennsylvania HealthChoices Extranet.

#### **5. Alerts**

The PH-MCO must report to the Department on a Weekly Enrollment/Disenrollment/Alert file: pregnancy (not on CIS/eCIS), death (not on CIS/eCIS), newborn (not on CIS/eCIS) and returned mail.

The PH-MCO must confirm the information is consistent with all requirements specified on the Pennsylvania HealthChoices Extranet.

#### **6. Maternity Care**

The PH-MCO must submit maternity care claims to the Department using established protocols. Prior to submission of production data, the PH-MCO must pass Maternity Care certification for all transaction types.

The PH-MCO must use either an 837P transaction or the Internet to submit information on maternity events and confirm the information is consistent with all requirements specified by the Department on the Pennsylvania HealthChoices Extranet.

### **C. Operations Reporting**

The PH-MCO must submit reports as specified by the Department to enable the Department to monitor the PH-MCO's internal operations and service delivery. These reports include, but are not limited to, the following:

## **1. Federal Waiver Reporting Requirements**

As a condition of approval of the Waiver for the operation of HealthChoices in Pennsylvania, CMS has imposed specific reporting requirements related to the Home and Community Based Waiver. In the event that CMS requests this information, the PH-MCO must provide the information necessary to meet these reporting requirements. To the extent possible, the Department will provide reasonable advance notice of the required reports.

## **2. Fraud and Abuse**

The PH-MCO must submit to the Department quarterly and annual statistical reports which relate to its Fraud and Abuse detection and sanctioning activities regarding Providers. The PH-MCO must include the following information on all quarterly reports:

- Information for all situations where a Provider action caused an overpayment to occur
- Cases under review including approximate dollar amounts
- Providers terminated due to Medicare/Medicaid preclusion
- Overpayments recovered
- Cost avoidance issues related to identifying and/or identified fraud, waste, and abuse (42 C.F.R. 438.608(a)(2))

## **3. Electronic Visit Verification**

The PH-MCO must have a fully operational EVV system for in-home personal care and home health services that complies with the requirements of 42 U.S.C. § 1396b(l). The EVV system must verify and record electronically (for example, through a telephone or computer-based system) at least the following: the type of service performed, the individual receiving the service, the individual providing the service, the date of the service, the location of the service, and the time the service begins and ends. In addition to capturing the elements outlined above, the EVV system must meet the technical specifications outlined in the DHS EVV Addendum and be able to interface with the DHS EVV Aggregator.

Providers may choose to use their own EVV vendor/system so long as the system meets all of the necessary requirements. Providers using an alternate EVV system in the HealthChoices Physical Health program will be required to establish an interface with the PH-MCO.

The PH-MCOs must follow all EVV requirements outlined by the Department. The PH-MCOs are responsible for monitoring provider

compliance requirements outlined in the corresponding bulletins and must implement corrective action plans when providers do not meet the compliance requirements.

The PH-MCOs must validate that visit data supports claims submissions as part of the adjudication process. All encounter claims submitted for services subjected to EVV requirements must include corresponding visit data.

The implementation of EVV must not negatively impact the provision of services. The Department's policies and procedures regarding the provision of services remain the same and service delivery should continue as it did before the implementation of these EVV requirements. EVV does not change the method and location for service delivery.

The PH-MCO must comply with all requirements regarding Operations Report format and timeframes provided on the DHS/PH-MCO DocuShare Reporting pages and the Pennsylvania HealthChoices Extranet at Managed Care Program/*Fraud and Abuse*.

#### **D. Financial Reports**

The PH-MCO will submit such reports as specified by the Department to assist the Department in assessing the PH-MCO's financial viability and compliance with this Agreement.

The Department will distribute financial reporting requirements to the PH-MCO. The PH-MCO must furnish all financial reports timely and accurately, with content in the format prescribed by the Department. This includes, but is not limited to, the HealthChoices financial reporting requirements issued by the Department on the Pennsylvania HealthChoices Extranet at Managed Care Program/*Program Information-Reporting Requirements*.

#### **E. Equity**

Not later than May 25, August 25, and November 25 of each Agreement year, the PH-MCO must provide the Department with:

- A copy of quarterly reports filed with PID, for the quarter ending the last day of the second (2<sup>nd</sup>) previous month.
- A statement that its Equity is in compliance with the Equity requirements or is not in compliance with the Equity requirements.
- If Equity is not in compliance with the Equity requirements, a report that provides an analysis of its fiscal health and steps that management plans to take, if any, to improve fiscal health.

Not later than March 10 of each Agreement year, the PH-MCO must provide the Department with:

- A copy of unaudited annual reports filed with PID.
- A statement that its Equity is in compliance with the Equity requirements or is not in compliance with the Equity requirements.
- If Equity is not in compliance with the Equity requirements, a report that provides an analysis of its fiscal health and steps that management plans to take, if any, to improve fiscal health.

#### **F. Claims Processing Reports**

The PH-MCO must provide the Department with monthly Claims processing reports with content and in a format specified by the Department by the fifth (5<sup>th</sup>) calendar day of the second (2<sup>nd</sup>) subsequent month. Claims returned by a web-based clearinghouse (example- WebMD Envoy) are not considered as claims received and would be excluded from claims reports.

If the PH-MCO fails to submit a timely, accurate fully compliant Claims processing report, The Department may impose the following assessments: up to \$200 per calendar day for the first ten (10) calendar days from the date that the report is due and up to \$1,000 per day for each calendar day thereafter.

#### **G. Presentation of Findings**

The PH-MCO must obtain advance written approval from the Department before publishing or making formal public presentations of statistical or analytical material based on its HealthChoices membership.

#### **H. Sanctions**

1. Sanctions may be imposed when a PH-MCO acts or fails to act as follows:
  - Fails substantially to arrange for Medically Necessary services that the PH-MCO is required to provide under law or under this Agreement to a Member covered under the Agreement.
  - Imposes on Members premiums or charges that are in excess of the premiums or charges permitted under the MA Program.

- Acts to discriminate among Members on the basis of their health status or need for health care services.
- Misrepresents or falsifies information that it furnishes to CMS, the Department, Members, potential Members, or Health Care Providers.
- Fails to comply with requirements for PIPs as set forth in 42 C.F.R. §§422.208 and 422.210.
- Fails to comply with the Agreement requirements pertaining to Program Integrity and Fraud, Waste and Abuse.
- Has distributed directly or indirectly through any agent or independent contractor, marketing materials that have not been approved by the Department or that contain false or materially misleading information.
- Fails to comply with Agreement requirements and any applicable federal and state law, regulation or guidance.

The Department may impose sanctions as may be applicable for noncompliance with the requirements under this Agreement, failure to meet applicable requirements of the Social Security Act and 42 C.F.R. Subpart I. The sanctions which may be imposed will depend on the nature and severity of the noncompliance, which the Department, in its reasonable discretion, will determine as follows:

- a. Imposing civil monetary penalties of a minimum of \$1,000.00 per calendar day for noncompliance;
- b. To offset potentially unnecessary expenditures within the MA Program, the Department will recoup any funds inappropriately expended by the PH-MCO that were the result of a violation of Agreement requirements or federal or state law, regulation or formal guidance.
- c. Requiring the submission of a corrective action plan;
- d. Limiting Enrollment of new Recipients;
- e. Suspension of payments;
- f. Temporary management subject to applicable federal or state law;



- g. Termination of the Agreement: The Department may terminate a PH-MCO Agreement and enroll its Members in another PH-MCO or provide MA benefits through other options included in the State plan.
- 2. Where this Agreement provides for a specific sanction, the Department may, at its discretion, apply the specific sanction provided for the noncompliance or apply any of the general sanctions set forth in this section. Specific sanctions contained in this Agreement include the following:
  - a. Claims Processing: Sanctions related to Claims processing are provided in Section VII D. of this Agreement, Claims Processing Standards, Monthly Reports and Sanctions.
  - b. Report or File Reports, exclusive of Audit Reports: If the PH-MCO fails to provide any report or file that is specified by this Agreement by the applicable due date, or if the PH-MCO provides any report or file specified by this Agreement that does not meet established criteria, the Department may reduce a subsequent payment to the PH-MCO. The reduction shall equal the number of days that elapse between the due date and the day that the Department receives a report or file that meets established criteria, multiplied by the average PMPM Capitation rate that applies to the first (1<sup>st</sup>) month of the Agreement year. If the PH-MCO provides a report or file on or before the due date, and if the Department notifies the PH-MCO after the fifteenth (15<sup>th</sup>) calendar day after the due date that the report or file does not meet established criteria, no reduction in payment shall apply to the sixteenth (16<sup>th</sup>) day after the due date through the date that the Department notifies the PH-MCO.
  - c. Encounter Data Reporting: The Sanctions related to the submission of Encounter Data are set forth in Section VIII.B, Systems Reports, and Exhibit XX, Encounter Data Submission Requirements and Sanctions.
  - d. Marketing: The sanctions for engaging in unapproved marketing practices are described in Section V.F.3, PH-MCO Outreach Activities.
  - e. Access Standard: The sanction for noncompliance with the access standard is set forth in Exhibit AAA, as applicable, Provider Network Composition/Service Access, Part 4, Compliance with Access Standards.

- f. Subcontractor Prior Approval: The PH-MCO's failure to obtain advance written approval of a Subcontract will result in the application of a penalty of one (1) month's Capitation rate for a categorically needy adult female TANF consumer for each day that the Subcontractor was in effect without the Department's approval.
- g. Outpatient Drug Encounters: Sanctions for non-compliance with outpatient drug encounter data timeliness is set forth in Exhibit BBB, 9. Outpatient Drug Encounters.
- h. Pursuant to 42 C.F.R. 438.704(c), if the State imposes a civil monetary penalty on the PH-MCO for charging premiums or charges in excess of the amounts permitted under Medicaid, the State will deduct the amount of the overcharge from the penalty and return it to the affected enrollee.

#### **I. Non-Duplication of Financial Penalties**

The Department will not assess duplicate financial sanctions for non-compliance where financial sanctions have already been issued.

#### **J. Provider-Preventable Conditions**

1. In compliance with 42 C.F.R. 434.6(a)(12)(i) and 447.26 (d) the PH-MCO will report all identified provider-preventable conditions in the form and frequency detailed in the MCO Operations Reporting Requirements on DocuShare.
2. The PH-MCO is prohibited from making payment to a provider for provider-preventable conditions that meet the following criteria:
  - a. Is identified in the State Plan;
  - b. Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by the evidence-based guidelines;
  - c. Has a negative consequence for the beneficiary;
  - d. Is auditable;
  - e. Includes, at a minimum, wrong surgical or other invasive procedure performed on a patient; surgical or other invasive procedure performed on the wrong body part; surgical or other invasive procedure performed on the wrong patient.

3. The PH-MCO will develop and disseminate policies and procedures that prohibit payments for inpatient services related to treating provider-preventable conditions.

4. The Department will recoup any funds expended by the PH-MCO for payments related to inpatient services for provider-preventable conditions.

## **SECTION IX: REPRESENTATIONS AND WARRANTIES OF THE PH-MCO**

### **A. Accuracy of Proposal**

The PH-MCO warrants that all information submitted to the Department in or with the Proposal is true, accurate and complete in all material respects. The PH-MCO agrees that these representations are continuing ones, and that the PH-MCO must notify the Department within ten (10) Business Days, of any material fact, event, or condition which arises or is discovered subsequent to the date of the Proposal submission, which affects the truth, accuracy, or completeness of such representations.

### **B. Disclosure of Interests**

1. The PH-MCO must:

- a. Disclose to the Department, in writing, the name of any person or entity having a direct or indirect ownership or control interest of five percent (5%) or more in the PH-MCO;
- b. Inform the Department, in writing, of any change in or addition to the ownership or control of the PH-MCO;
- c. Submit to the Department the date of birth and Social Security Number (SSN) of and individual with an ownership or control interest in the PH-MCO and its subcontractors;
- d. Submit to the Department other tax identification number of any corporation with an ownership or control interest in the PH-MCO and any subcontractor in which the PH-MCO has a five percent (5%) or more interest;
- e. Submit information on whether an individual or corporation with an ownership or control interest in the PH-MCO is related to another person with ownership or control interest in the PH-MCO as a spouse, parent, child, or sibling;

- f. Submit information on whether a person or corporation with an ownership or control interest in any subcontractor in which the PH-MCO has a five percent (5%) or more interest is related to another person with ownership or control interest in the PH-MCO as a spouse, parent, child, or sibling; and
  - g. Submit the name, address, date of birth, and SSN of any managing employee of the PH-MCO.
- 2. In accordance with 42 C.F.R. 455.104, the PH-MCO must disclose the following information to the state for any person or corporation with ownership or control interest in the PH-MCO:
  - a. Name and address (the address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address);
  - b. Date of birth and Social Security Number (in the case of an individual);
  - c. Other tax identification number (in the case of a corporation);
  - d. Whether the person (individual or corporation) with an ownership or control interest in the PH-MCO or a PH-MCO subcontractor is related to another person with ownership or control interest in the PH-MCO as a spouse, parent, child, or sibling;
  - e. The name of any other Medicaid provider or fiscal agent in which the person or corporation has an ownership or control interest; and
  - f. The name, address, date of birth and Social Security Number of any managing employee of the PH-MCO.

Such disclosure must be made within thirty (30) calendar days of any change or addition. The PH-MCO agrees that any failure to comply with this provision in any material respect, or making of any misrepresentation which would cause the PH-MCO to be precluded from participation in the MA Program, shall entitle the Department to recover all payments made to the PH-MCO subsequent to the date of the misrepresentation.

Pursuant to Section 1903(m)(4)(B) of the Social Security Act the PH-MCO will make reports of any transactions between the PH-MCO and parties in interest that are provided to the State or other agencies available to PH-MCO enrollees upon reasonable request.

### **C. Disclosure of Change in Circumstances**

The PH-MCO will report to the Department, as well as the DOH and PID, within ten (10) Business Days of the PH-MCO's notice of same, any change in circumstances that may have a material adverse effect upon financial or operational conditions of the PH-MCO, its Affiliates or Related Parties. Such reporting must be provided upon the occurrence of, by way of example and without limitation, the following events, any of which must be presumed to be material and adverse:

1. Suspension or intent of Suspension, debarment or exclusion of PH-MCO, PH-MCO's parent(s), or any Affiliate or Related Party of either, by any state or the federal government;
2. Suspension or intent of Suspension, debarment or exclusion of a director, officer, partner or person with beneficial ownership of more than five percent (5%) of the PH-MCO's Equity.
3. Notice of an intent to suspend, debar or exclude issued by any state or the federal government to PH-MCO, PH-MCO's parent(s), any Affiliate or Related Party of either, any individuals with employment, consulting or other arrangements that are material and significant; and
4. Any new or previously undisclosed lawsuits or investigations by any federal or state agency involving PH-MCO, PH-MCO's parent(s), or any Affiliate or Related Party of either, which would have a material impact upon the PH-MCO's financial condition or ability to perform under this Agreement.

## **SECTION X: TERMINATION AND DEFAULT**

### **A. Termination by the Department**

In conjunction with termination provisions in Section 18 of Exhibit D, Standard Terms and Conditions for Services, this Agreement may be terminated by the Department upon the occurrence of any of the following events and upon compliance with the notice provisions set forth below:

#### **1. Termination for Convenience Upon Notice**

Under Section 18.a of Exhibit D, Standard Terms and Conditions for Services, the Department may terminate this Agreement at any time for convenience upon giving one hundred twenty (120) days advance written notice to the PH-MCO. If the PH-MCO notifies the Department of its intent to terminate or terminates an agreement

with the Department to provide services for any Physical Health HealthChoices zone, any HealthChoices Program, including the Behavioral Health HealthChoices Program or Community HealthChoices Program or the Children's Health Insurance Program, the Department, in its sole discretion, may terminate this Agreement for its convenience upon giving one hundred twenty (120) days advance written notice to the PH-MCO. The effective date of the termination shall be the last day of the month in which the one hundred twentieth (120<sup>th</sup>) day falls. The Department is not required to provide one hundred twenty (120) days advance notice if the Department and the PH-MCO are entering into a new agreement the Physical Health HealthChoices Program in the same zone.

## **2. Termination for Cause**

Under Section 18.c of Exhibit D, Standard Terms and Conditions for Services, the Department may terminate this Agreement for cause upon forty-five (45) days written notice, which notice shall set forth the grounds for termination and, with the exception of termination under Section XI.A.2.b below, shall provide the PH-MCO with forty-five (45) days in which to implement corrective action and cure the deficiency. If corrective action is not implemented to the satisfaction of the Department within the forty-five (45) day cure period, the termination shall be effective at the expiration of the forty-five (45) day cure period. In addition to the provisions of Section 16 Default of Exhibit D, Standard Terms and Conditions for Services,

- a. An act of theft or Fraud against the Department, any state agency, or the Federal Government; or
- b. An adverse material change in circumstances as described in Section IX.C, Disclosure of Change in Circumstances.

## **3. Termination Due to Unavailability of Funds/Approvals**

In addition to Section 18.b of Exhibit D, Standard Terms and Conditions for Services, the Department may terminate this Agreement immediately upon the occurrence of any of the following events:

- a. Notification by the United States Department of Health and Human Services of the withdrawal of FFP in all or part of the cost hereof for covered services;
- b. Notification of the unavailability of funds available for the HealthChoices Program; or

- c. Notification that the federal approvals necessary to operate the HealthChoices Program shall not be retained; or
- d. Notification by the PID or DOH that the authority under which the PH-MCO operates is subject to suspension or revocation proceedings or sanctions, has been suspended, limited, or curtailed to any extent, or has been revoked, or has expired and shall not be renewed.

## **B. Termination by the PH-MCO**

The PH-MCO may terminate this Agreement at any time upon giving one hundred twenty (120) days advance written notice to the Department. The effective date of the termination shall be the last day of the month in which the one hundred twentieth (120<sup>th</sup>) day falls.

## **C. Responsibilities of the PH-MCO Upon Termination**

### **1. Continuing Obligations**

Termination or expiration of this Agreement shall not discharge the PH-MCO of obligations with respect to services or items furnished prior to termination, including retention of records and verification of overpayments or underpayments. Termination or expiration shall not discharge the Department's payment obligations to the PH-MCO or the PH-MCO's payment obligations to its Subcontractors and Providers.

Upon any termination or expiration of this Agreement, in accordance with the provisions in this section, the PH-MCO must:

- a. Provide the Department with all information deemed necessary by the Department within thirty (30) days of the request;
- b. Be financially responsible for MA Claims with dates of service through the day of termination, except as provided in c. below, including those submitted within established time limits after the day of termination;
- c. Be financially responsible for hospitalized patients through the date of discharge or thirty-one (31) days after termination or expiration of this Agreement, whichever is earlier;

- d. Be financially responsible for services rendered through 11:59 p.m. on the day of termination, except as provided in c. above or f. below, for which payment is denied by the PH-MCO and subsequently approved upon appeal by the Provider;
- e. Be financially responsible for Member appeals of adverse decisions rendered by the PH-MCO concerning treatment of services requested prior to termination that would have been provided but for the denial prior to termination, which are subsequently overturned at a DHS Fair Hearing or Grievance proceeding; and
- f. Arrange for the orderly transfer of patient care and patient records to those Providers who will be assuming care for the Member.

## **2. Notice to Members**

In the event that this Agreement is terminated, or expires without a new Agreement in place, the PH-MCO must notify all Members of such termination or such expiration at least forty-five (45) days in advance of the effective date of termination or expiration, if practical. Notice must be made available in an accessible format for individuals with visual impairments and in the relevant language for Members with limited English proficiency. The PH-MCO must coordinate the continuation of care prior to termination or expiration for Members who are undergoing treatment for an acute condition.

## **3. Submission of Invoices**

Upon termination or expiration, the PH-MCO must submit to the Department all outstanding invoices for allowable services rendered prior to the date of termination in the form stipulated by the Department no later than forty-five (45) days from the effective date of termination or expiration. Invoices submitted later than forty-five (45) days from the effective date of termination shall not be payable. This does not apply to submissions and payments in Appendices 3a – 3g.

## **4. Termination Requirements**

In addition to the termination requirements specified in this section, the PH-MCO must also provide the Department with all outstanding Encounter Data. If either the Department or the Contractor provides written notice of termination, the Department will withhold ten percent (10%) of one (1) month's Capitation payment. Once the



Department determines that the Contractor has substantially complied with the requirements in this section, the Department will pay the withheld portion of the Capitation payment to the PH-MCO. The Department will not unreasonably delay or deny a determination that the PH-MCO has substantially complied. The Department will share with the PH-MCO the determination on substantial compliance by the first (1<sup>st</sup>) day of the fifth (5<sup>th</sup>) month after the Agreement ends. If the Department determines that the PH-MCO has not substantially complied, the Department will share a subsequent determination by the first (1<sup>st</sup>) day of each subsequent month.

#### **D. Transition at Expiration or Termination of Agreement**

If the PH-MCO and the Department have not entered into a new Agreement for any of the HealthChoices Zones covered by this Agreement, the Department will develop a transition plan. During the transition period, the PH-MCO must cooperate with any subsequent PH-MCO and the Department. As part of the transition plan, the Department will define the program information and the working relationship between the PH-MCOs. The Department will consult with the PH-MCO regarding such information and relationship. The length of the transition period shall be no less than three (3) months and no more than six (6) months in duration.

The PH-MCO is responsible for the costs relating to the transfer of materials and responsibilities as a normal part of doing business with the Department.

The PH-MCO must provide necessary information to a PH-MCO and the Department during the transition period to ensure a smooth transition of responsibility. The Department will define the information required during this period and time frames for submission and may solicit input from the PH-MCOs involved.

### **SECTION XI: RECORDS**

#### **A. Financial Records Retention**

1. The PH-MCO must maintain and must cause its Subcontractors to maintain all books, records, and other evidence pertaining to revenues, expenditures, and other financial activity pursuant to this Agreement in accordance with the standards and procedures specified in Section V.O.3, Records Retention.
2. The PH-MCO will submit to the Department or to the Secretary of Health and Human Services or their designees, within thirty-five (35) calendar days of a request, information related to the PH-MCO's

business transactions which are related to the provision of services for the HealthChoices Program which shall include full and complete information regarding:

- a. The PH-MCO's ownership of any Subcontractor with whom the PH-MCO has had business transactions totaling more than \$25,000 during the twelve (12) month period ending on the date of the request; and
  - b. Any significant business transactions between the PH-MCO and any wholly-owned supplier or between the PH-MCO and any Subcontractor during the five (5) year period ending on the date of the request.
3. The PH-MCO will include the requirements set forth in Section XII, Subcontractual Relationships, in all contracts it enters with Subcontractors under the HealthChoices Program.

## **B. Operational Data Reports**

The PH-MCO must maintain and must cause its Subcontractors to maintain all source records for data reports in accordance with the procedures specified in Section V.O.3, Records Retention.

## **C. Medical Records Retention**

The PH-MCO must maintain and must cause its Subcontractors to maintain all medical records in accordance with the procedures outlined in Section V.O.3, Records Retention.

The PH-MCO must provide Members' medical records, subject to this Agreement, to the Department or designee within twenty (20) Business Days of the Department's request. The PH-MCO must mail copies of such records to the Department if requested.

## **D. Review of Records**

1. The PH-MCO must make all records relating to the HealthChoices Program, including but not limited to the records referenced in this Section, available for audit, review, or evaluation by the Department, the Pennsylvania Office of Attorney General Medicaid Fraud Control Unit, and federal agencies or their designees. Such records shall be made available on site at the PH-MCO's chosen location, subject to the Department's approval, during normal business hours or through the mail. The Department will, to the extent required by law, maintain

as confidential any confidential information provided by the PH-MCO.

On request, and consistent with state and federal confidentiality obligations, the PH-MCO must furnish to DHS, the Pennsylvania Office of Attorney General Medicaid Fraud Control Unit and federal agencies or their designees any information regarding payments claimed by the provider for furnishing services under the plan.

Consistent with state and federal confidentiality obligations, the Department, the Pennsylvania Office of Attorney General Medicaid Fraud Control Unit, and federal agencies or their designees are entitled to the inspection and audit of records or documents and to have access to facilities of the MCO, PIHP, PAHP, or its Subcontractors, at any time, to inspect and audit any records or documents and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted.

2. In the event that the Department, the Pennsylvania Office of Attorney General Medicaid Fraud Control Unit or federal agencies request access to records, after the expiration or termination of this Agreement or at such time that the records no longer are required by the terms of this Agreement to be maintained at the PH-MCO's location, but in any case, before the expiration of the retention period, the PH-MCO, at its own expense, must send copies of the requested records to the requesting entity within thirty (30) calendar days of such request.

## **SECTION XII: SUBCONTRACTUAL RELATIONSHIPS**

### **A. Compliance with Program Standards**

With the exception of Provider Agreements, the PH-MCO will comply with the procedures set forth in Section V.O.2, Contracts and Subcontracts and in Exhibit II, Required Contract Terms for Administrative Subcontractors.

Prior to the award of a contract or Subcontract, the PH-MCO must disclose to the Department in writing information on ownership interests of five percent (5%) or more in any entity or Subcontractor.

All contracts and Subcontracts must be in writing and must contain all items as required by this Agreement.

The PH-MCO must require its Subcontractors to provide written notification of a denial, partial approval, reduction, or termination of service or coverage,

or a change in the level of care, according to the standards outlined in Exhibit M(1), Quality Management and Utilization Management Program Requirements using the denial notice templates provided in Docushare. In addition, the PH-MCO must include in its contracts or Subcontracts that cover the provision of medical services to the PH-MCO's Members the following provisions:

1. A requirement for the submission of all Encounter Data for services provided within the time frames required in Section VIII, Reporting Requirements, no matter whether reimbursement for these services is made by the PH-MCO either directly or indirectly through capitation.
2. Language which ensures compliance with all applicable federal and state laws.
3. Language which prohibits gag clauses which would limit the Subcontractor from disclosure of Medically Necessary or appropriate health care information or alternative therapies to Members, other Health Care Providers, or to the Department.
4. A requirement which provides the Department with ready access to any and all documents and records of transactions pertaining to the provision of services to Recipients.
5. The definition of Medically Necessary as outlined in Section II, Definitions.
6. If applicable, adherence to the standards for Network composition and adequacy in the Subcontracts.
7. Compliance with the requirements of Section V.B.1, General Prior Authorization Requirements for Subcontracts for utilization review services.
8. A transition plan for Subcontracts with an entity to provide any information systems. This transition plan must include information on how the data, including all historical Claims and service data shall be converted and made available to a new Subcontractor.

The PH-MCO must make all necessary revisions to its Subcontracts to be in compliance with the requirements set forth in Section XIII.A, Compliance with Program Standards. The PH-MCO must make revisions as contracts and Subcontracts become due for renewal provided that all contracts and Subcontracts are amended within one (1) year of execution of this Agreement with the exception of the

Encounter Data requirements, which must be amended immediately, if necessary, to comply with Encounter Data to the PH-MCO within the time frames specified in Section VIII.B, Systems Reports.

## **B. Consistency with Regulations**

The PH-MCO agrees that its agreements with all Subcontractors must be consistent, as may be applicable, with DOH regulations governing HMO Contracting with Integrated Delivery Systems at 28 Pa. Code §§ 9.721 – 9.725 and PID regulations at 31 Pa. Code §§ 301.301 – 301.314.

## **SECTION XIII: CONFIDENTIALITY**

- A. The PH-MCO agrees to comply with applicable federal and state laws regarding the confidentiality of medical information, as it more fully set forth below. The PH-MCO must also cause that each of its Subcontractors comply with such applicable laws. To facilitate the efficient administration of the Medical Assistance Program and to enhance the treatment of Members requiring behavioral health or other services not the responsibility of the PH-MCO, the PH-MCO shall receive all information relating to the health status of its Members, by the exchange of data and other such mechanisms the Department may approve. To further integrate and coordinate health care for Members who need behavioral health services that are not the responsibility of the PH-MCO, the PH-MCO shall disclose to the BH-MCO all information relating to the health of its Members, by the exchange of data and such other mechanisms as the Department may approve.

The federal and state laws with regard to confidentiality of medical records include, but are not limited to: Mental Health Procedures Act, 50 P.S. 7101 et seq.; Confidentiality of HIV-Related Information Act, 35 P.S. 7601 et seq.; 45 C.F.R. Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health Information); and the Pennsylvania Drug and Alcohol Abuse Control Act, 71 P.S. 1690.101 et seq., 42 U.S.C. 1396a(a)(7); 62 P.S. 404; 55 Pa. Code 105.1 et seq.; and 42 C.F.R. 431 et seq.

- B. The PH-MCO will be liable for any state or federal fines, financial penalties, or damages levied upon the Department for a breach of confidentiality due to the conduct of the PH-MCO in relation to the PH-MCO's systems, staff, or other area of responsibility.
- C. The PH-MCO will return all data and material obtained in connection with this Agreement and the implementation thereof, including confidential data and material, at the Department's request. The PH-MCO is prohibited from using material for any purpose after the expiration or termination of this Agreement.

- D. To facilitate the efficient administration of the Medical Assistance Program and to enhance the treatment of Members who need behavioral health or other services that are not the responsibility of the PH-MCO, the PH-MCO may receive all information relating to the health status of its Members, including treatment information, by the exchange of data and other such mechanisms as the Department approves, in accordance with applicable federal and state confidentiality laws.

## **SECTION XIV: INDEMNIFICATION AND INSURANCE**

### **A. Indemnification**

In addition to Section 14 of Exhibit D, Standard Grant Terms and Conditions for Services, the PH-MCO must indemnify and hold harmless the Department and the Commonwealth of Pennsylvania from any audit disallowance imposed by the federal government resulting from the PH-MCO's failure to follow state or federal rules, regulations, or procedures unless prior authorization was given by the Department. The Department shall provide timely notice of any disallowance to the PH-MCO and allow the PH-MCO an opportunity to participate in the disallowance appeal process and any subsequent judicial review to the extent permitted by law. Any payment required under this provision shall be due from the PH-MCO upon notice from the Department. The indemnification provision hereunder shall not extend to disallowances which result from a determination by the federal government that the terms of this Agreement are not in accordance with federal law. The obligations under this paragraph shall survive any termination or cancellation of this Agreement.

### **B. Insurance**

The PH-MCO must maintain for itself, each of its employees, agents, and representatives, general liability and all other types of insurance in such amounts as reasonably required by the Department and all applicable laws. In addition, the PH-MCO must require that each of the Health Care Providers with which the PH-MCO contracts maintains professional malpractice and all other types of insurance in such amounts as required by all applicable laws. The PH-MCO must provide to the Department, upon the Department's request, certificates evidencing such insurance coverage.

## **SECTION XV: DISPUTES**

- A. In the event that a dispute arises between the parties relating to any matter regarding this Agreement, the PH-MCO must send written notice of an initial level dispute to the Contracting Officer, who will make a determination in writing of his or her interpretation and will send the same to the PH-MCO

within thirty (30) calendar days of the PH-MCO's written request. That interpretation shall be final, conclusive, and binding on the PH-MCO, and unreviewable in all respects unless the PH-MCO within twenty (20) calendar days of its receipt of said interpretation, delivers a written appeal to the Secretary of the Department. Unless the PH-MCO consents to extend the time for disposition by the Secretary, the decision of the Secretary shall be released within thirty (30) calendar days of the PH-MCO's written appeal and shall be final, conclusive, and binding, and the PH-MCO must thereafter with good faith and diligence, render such performance in compliance with the Secretary's determination; subject to the provisions of Section XVI.B below. Notice of initial level dispute must be sent to:

Department of Human Services  
Office of Medical Assistance Programs  
Director, Bureau of Managed Care Operations  
Commonwealth Tower, 6<sup>th</sup> Floor  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675

- B. Any appealable action regarding this Agreement must be filed by the PH-MCO in the Department's BHA in accordance with 67 Pa.C.S. §§101 – 106 and 55 Pa. Code Chapter 41.

## **SECTION XVI: GENERAL**

### **A. Suspension From Other Programs**

In the event that the PH-MCO learns that a Health Care Provider with whom the PH-MCO contracts is suspended or terminated from participation in any federally funded health care program, the PH-MCO must promptly notify the Department, in writing, of such suspension or termination.

The PH-MCO shall not make any payment any services rendered by a Health Care Provider during the period the PH-MCO knew, or should have known, such Provider was suspended or terminated from a federally funded health care program.

### **B. Rights of the Department and the PH-MCO**

The rights and remedies of the Department provided herein shall not be exclusive and are in addition to any rights and remedies provided by law.

Except as otherwise stated in Section XV of this Agreement, Disputes, the rights and remedies of the PH-MCO provided herein shall not be exclusive and are in addition to any rights and remedies provided by law.

### **C. Waiver**

No waiver by either party of a breach or default of this Agreement shall be considered as a waiver of any other or subsequent breach or default.

### **D. Invalid Provisions**

Any provision of this Agreement which is in violation of any state or federal law or regulation shall be deemed amended to conform with such law or regulation, pursuant to the terms of this Agreement, except that if such change would materially and substantially alter the obligations of the parties under this Agreement, any such provision shall be renegotiated by the parties. The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions hereof.

### **E. Notice**

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

To the Department via U.S. Mail:

Department of Human Services  
Director, Bureau of Managed Care Operations  
Commonwealth Tower, 6<sup>th</sup> Floor  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105

To the Department via UPS, FedEx, DHL or other delivery service:

Department of Human Services  
Director, Bureau of Managed Care Operations  
Commonwealth Tower, 6<sup>th</sup> Floor  
303 Walnut Street  
Harrisburg, Pennsylvania 17101

With a Copy to:

Department of Human Services  
Office of Legal Counsel  
3rd Floor West, Health and Welfare Building  
625 Forster Street



Harrisburg, Pennsylvania 17120  
Attention: Chief Counsel

To the PH-MCO – PH-MCO Information, name and address.

**F. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes, and all of which, when taken together shall constitute but one and the same instrument.

**G. Headings**

The section headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

**H. No Third Party Beneficiaries**

This Agreement does not, nor is it intended to, create any rights, benefits, or interest to any third party, person, or organization.

## **APPENDIX 3b**

### **EXPLANATION OF CAPITATION PAYMENTS**

#### **I. Base Capitation Rates**

The final schedule of Base Capitation Rates and Maternity Care Rates is found in Appendix 3f, Capitation Rates.

#### **II. Base Capitation Rates for Subsequent Years**

##### **A. Initial Schedule of Base Capitation Rates**

Annually, the Department will provide an initial schedule of Base Capitation Rates and Maternity Care Rates. The Department will provide the PH-MCO with information on methodology and data used to develop the initial schedule of Base Capitation Rates.

The Department will provide the PH-MCO with the opportunity for a meeting, in which the Department will consider and respond to questions from the PH-MCO on development of the initial schedule of Base Capitation Rates and Maternity Care Rates.

##### **B. Final Schedule of Base Capitation Rates**

The Department will provide the PH-MCO with a final schedule of Base Capitation Rates and Maternity Care Rates. The rates in Appendix 3f, Capitation Rates, included with this Agreement will remain in effect until agreement is reached on new rates and their effective date. The PH-MCO must conclude discussion about the rates timely for the purposes of execution of an amendment and the Department's need to obtain prior approval of the rates from the Centers for Medicare and Medicaid Services (CMS).

#### **III. Capitation Payment Rates with Risk Adjusted Rates**

##### **A. Applicability of Risk Adjusted Rates**

The Department will risk adjust the Base Capitation Rates for Rate Cells included in this Agreement using an actuarially sound method to adjust

Base Capitation Rates to reflect differences in health status and demographics of the Members enrolled in each PH-MCO's program.

The Department may elect to terminate the risk adjustment of any or all Base Capitation Rates. If the Department makes this election, the Department will notify the PH-MCO and will provide an effective date for this change. If the Department makes this election, the Department will enter into negotiations with the PH-MCO on the subject of Base Capitation Rates that will apply on and after the effective date of the change.

## **B. RAR MCO Plan Factors**

If Base Capitation Rates are risk adjusted, the Department and its actuarial consultant will develop each RAR MCO Plan Factor to reflect the health status and demographics of Members enrolled in the PH-MCO's program within one Rate Cell and one Rate Region or combinations thereof.

The Department and its actuaries will recalculate the RAR MCO Plan Factors in accordance with a periodicity schedule determined by the Department.

## **C. MCO Assessment Amount**

The Base Capitation Rates include an MCO Assessment Amount. The MCO Assessment Amount is the amount included in the Base Capitation Rates for the MCO Assessment fee inclusive of a multiplier that accounts for the PH-MCO's responsibility to pay the MCO Assessment fee for partial member months. As an example, the MCO Assessment Amount for January 2021 is \$25.19 (\$24.95 MCO Assessment x 1.0097 multiplier).

## **D. MLR Reduction**

A reduction to revenue will be applied for MCOs that have reported Medical Loss Ratio on the MLR Report most recently submitted by the MCOs as specified in Appendix 3h based on the following schedule:

- MLR below 85.00% will result in a 1.50% reduction
- MLR greater than or equal to 85.00% but less than 86.00% will result in a 0.50% reduction
- MLR greater than or equal to 86.00% but less than 87.00% will result in a 0.25% reduction
- MLR greater than or equal to 87.00% but less than 88.00% will result in a 0.125% reduction

The Department will apply the MLR Reduction per the schedule above as follows to determine the MLR Reduction Amount:

	Base Capitation Rate
MINUS	MCO Assessment Amount
MINUS	Provider Pay for Performance Amount
MINUS	Community Based Care Management Amount
EQUALS	Amount Subject to MLR Reduction
MULTIPLIED BY	MLR Reduction Percentage
EQUALS	MLR Reduction Amount

The MLR Reduction Percentage, on the schedule above, will be adjusted as necessary to ensure that each affected rate cell's capitation payment rate is not less than the Mercer established lower bound Base Capitation Rate before Risk Adjustment is applied. If this limitation is necessary, the Department will notify the PH-MCO of the MLR Reduction Percentage that was used to determine the applicable MLR Reduction Amount above.

#### **E. Contracted Rate Less Applicable Exclusions**

For each MCO in a Zone, the following calculation will be made for each Rate Cell and Rate Region with the exception of Under Age 1. Allowance Amounts are the applicable amount as shown on Appendix 3f.:

	Base Capitation Rate
MINUS	Home Nursing Risk Sharing Allowance Amount
MINUS	High Cost Risk Pool Allowance Amount
MINUS	Specialty Drug Risk Sharing Allowance
MINUS	DME Home Accessibility Risk Sharing Allowance
MINUS	Provider Pay-for-Performance Allowance
MINUS	Community Based Care Management Allowance
MINUS	MCO Assessment Amount
MINUS	MLR Reduction Amount
EQUALS	Contracted Rate Less Applicable Exclusions.

#### **F. Risk Adjusted Rate**

The Risk Adjusted Rate applicable to this Appendix for this program month for this PH-MCO for this Rate Cell and Rate Region is the lowest Contracted Rate Less Applicable Exclusions calculated by the Department for any PH-MCO for this Rate Cell and Rate Region for this program month multiplied by the applicable RAR MCO Plan Factor issued by the Department for this PH-MCO.

This paragraph provides for an exception to all of the above. For the Under Age One Rate Cell, the Risk Adjusted Rate will be the Base

Capitation Rate. The MCO must pay Under Age 1 Allowance Amounts at the rate shown on Appendix 3f.

#### **G. Capitation Payment Rate**

The Capitation Payment Rate is equal to the Risk Adjusted Rate plus the amounts included in the Base Capitation Rate that are not subject to risk adjustment.

If the Contracted Rate Less Applicable Exclusions is higher than the lowest Contracted Rate Less Applicable Exclusions that the Department has calculated for this Rate Cell and Rate Region for the applicable program month among all PH-MCOs that operate in this Zone, the difference is referred to as Amount A.

This is calculated as follows.

	Risk Adjusted Rate
PLUS	Amount A (if applicable)
PLUS	Home Nursing Risk Sharing Allowance Amount
PLUS	High Cost Risk Pool Allowance Amount
PLUS	Specialty Drug Risk Sharing Allowance
PLUS	DME Home Accessibility Risk Sharing Allowance
PLUS	MCO Assessment Amount
PLUS	Provider Pay for Performance
PLUS	Community Based Care Management
EQUALS	Capitation Payment Rate.

In accordance with Section VII.B.a.ii, the Department will make capitation payments at per diem equivalents of the Capitation Payment Rates that are calculated and issued by the Department.

This paragraph provides for an exception to all of the above. For the Under Age One Rate Cell, the Capitation Payment Rate will be equal to the Base Capitation Rate reduced by the MLR Reduction described in Paragraph D. above.

#### **H. Quality Incentives**

Appendix 3f specifies per-member-per-month (PMPM) amounts for Provider Pay for Performance and Community Based Care Management. The Department will pay the Provider Pay for Performance amounts to the PH-MCO in accordance with Exhibit B(3), and pay the Community Based Care Management amounts in accordance with Exhibit B(5). These amounts are not subject to risk adjustment.

## **I. Maternity Care Payment**

A Maternity Care Payment as identified in Section VII.B.2 will be made to the MCO. The Maternity Care Payment made to the MCO will be the amount as shown in the “Base Capitation Rate / Maternity Care Payment” column on Appendix 3f, net of the MLR Reduction as outlined in paragraph D. above.

## **J. Newly Eligible**

For purposes of this Appendix, Newly Eligible is defined as a Member who has a category of assistance/program status code combination of MG91 and Members age 19 and 20 who have a category of assistance/program status code combination of MG90.

## **APPENDIX 3c**

### **HOME NURSING RISK SHARING ARRANGEMENT**

This Agreement establishes a risk sharing arrangement (Arrangement) between the Department and the PH-MCO for certain HealthChoices Members who incur costs for home nursing services.

#### **I. Arrangement Years**

- A. Arrangement Years are equivalent to calendar years. Exception: If the PH-MCO does not operate a HealthChoices program in a zone under this or any other HealthChoices Agreement throughout the complete calendar year, then the Arrangement Year consists of the portion of the year in which the PH-MCO operates the program. Each Arrangement Year serves as an accumulation period for incurring costs for Covered Services.
- B. An Arrangement Year includes all portions of a calendar year that the PH-MCO operates a HealthChoices program in each zone under this Agreement or another Agreement. If there is more than one Agreement in the calendar year, the terms for the Department's payments included in the more recent Agreement apply in the event of a conflict in terms.
- C. If the PH-MCO has purchased the assets or liabilities of a PH-MCO that previously contracted with the Department to operate a HealthChoices program in the same zone ("Previous PH-MCO"); or if the Department transferred the Members enrolled in the Previous PH-MCO, who did not make a different choice, to the current PH-MCO; then the Department will allow the PH-MCO to include claims paid by the Previous PH-MCO with dates of service in the current Arrangement Year, provided the Previous PH-MCO relinquishes any claims to revenue under the Home Nursing Risk Sharing appendix in their Agreement, for dates of service that overlap with the current Arrangement Year.

## **II. Covered Members**

This Arrangement covers Members who have attained their first birthday and are under age twenty-one (21), and who do not reside in any of the following types of facility:

- State Intermediate Care Facilities for Individuals with Intellectual Disabilities (State ICFs/IID)
- Intermediate Care Facility for Individuals with Intellectual Disabilities (ICFs/IID)
- South Mountain Restoration Center
- County Nursing Facility
- General Nursing Facility
- Hospice
- Intermediate Care Facility for Persons with Other Related Conditions

## **III. Covered Services**

- A. This Arrangement covers services provided by a Licensed Practical Nurse, Registered Nurse, Home Health Aide, or Personal Care Provider in a home, home-like, or school-based setting paid by the PH-MCO.
- B. Covered Services include only Medically Necessary services. Administrative services, as defined in the HealthChoices Financial Reporting Requirements, are not covered by this Arrangement.
- C. Prescribed Pediatric Extended Care Centers (PPECCs) and Residential Skilled Pediatric Facilities are an acceptable venue for services included in this Home Nursing Risk Sharing Arrangement. All requirements apply, including the type of provider and the Covered Services.

## **IV. Risk Sharing**

In each Arrangement Year, the PH-MCO is responsible for the first \$5,000 (Threshold Amount) in paid amounts of Covered Services provided to each Member. An additional Threshold Amount does not apply if the Member changes zones and is enrolled in the same PH-MCO. The Department will reimburse the PH-MCO eighty percent (80.0%) of Covered Services (net of third party liability/other insurance) submitted by the PH-MCO that are greater than \$5,000.

## **V. Home Nursing Risk Sharing Allowance Amounts**

- A. The Home Nursing Risk Sharing Allowance Amounts are an obligation of the PH-MCO to the Department. Home Nursing Risk Sharing Allowance Amounts are specified in Appendix 3f.



- B. The Department will determine the total Home Nursing Risk Sharing Allowance Amount obligation by multiplying the Home Nursing Risk Sharing Allowance Amounts by the applicable Member Months for all Members covered by the Arrangement.
- C. Each Home Nursing Risk Sharing payment made by the Department will be net of the PH-MCO's uncollected Home Nursing Risk Sharing Allowance Amount obligation through the same quarter. If the PH-MCO's uncollected Home Nursing Risk Sharing Allowance Amount obligation exceeds the Department's Home Nursing Risk Sharing obligation, the Department will reduce a subsequent payment to the PH-MCO by the amount of the difference.
- D. If the Department notifies the PH-MCO of cancellation of this HealthChoices Agreement; OR if the PH-MCO notifies the Department of cancellation of this HealthChoices Agreement; OR if this Agreement expires within four months; OR if a PH-MCO fails to submit a required report or file to support the administration of the risk sharing arrangement within fifteen work days of the final due date:
  - The Department may elect to reduce a subsequent monthly capitation payment by the total amount of the outstanding Home Nursing Risk Sharing Allowance Amount obligation for current and previous program months; AND
  - The Department may reduce each subsequent monthly capitation payment by the PH-MCO's Home Nursing Risk Sharing Allowance Amount obligation for the same month.

## **VI. Data Source**

- A. The Department will use the Department's MMIS approved encounter data to identify those claims eligible for risk sharing, unless the Department notifies the PH-MCO that it will use different data. The Department will extract approved encounter data based on a schedule as determined by the Department.
- B. Upon notification by the Department, the PH-MCO will submit files in a format determined by the Department for the administration of the risk sharing in lieu of or in addition to encounter data.

## **VII. Distributions**

The Department will perform at least two settlements for each Arrangement Year. The Department will use encounter data or other data that is timely available for

processing prior to each settlement date. The Department will notify the PH-MCO of the settlement amount and provide documentation by the settlement date as provided below. The PH-MCO's uncollected Home Nursing Risk Sharing Allowance Amounts, as specified in Appendix 3f, will be subtracted from the settlement amount. If the result is a positive number, the Department will pay that amount to the PH-MCO. If the result is a negative number, the Department will reduce a subsequent payment to the PH-MCO by this amount. Settlement distributions will take place within thirty days of each of the settlement notification dates below, except that the Department may elect to suspend or postpone the settlement or distribution date(s) if the PH-MCO disputes the settlement amount or if the Department encounters unforeseen issues.

- A. The initial settlement notification date will be sent to the PH-MCO no later than July 15 of the year after the Arrangement Year. This settlement will include encounter data experience for the entire Arrangement Year with data cutoff dates through May 15 prior to the initial settlement notification date.
- B. The final settlement notification date will be sent to the PH-MCO no later than March 15 of the second year after the Arrangement Year. This settlement will include experience for the entire Arrangement Year and will be net of the initial settlement for the same Arrangement Year. This settlement will include encounter data experience for the entire year with data cutoff dates through January 15 prior to the final settlement notification date.
- C. There may be a further settlement as needed if the Department identifies an error in a previous settlement. The Department will provide documentation to the PH-MCO.

### Geisinger Health Plan Capitation Rates - Effective January 1, 2021

Northeast	Capitation/Maternity Payment Rate Calculation				Applicable Allowance Amounts				
Rate Region 1 - Bradford, Centre, Clinton, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Sullivan, Susquehanna, Tioga, Wayne and Wyoming Counties	Base Capitation Rate / Maternity Care Payment	Risk Adjusted Rate	Capitation Payment Rate	DHS Payment Rate Obligation, Per Member Per Day	High Cost Risk Pool Allowance	Specialty Drug Risk Sharing Allowance	DME Home Accessibility Risk Sharing Allowance	Provider Pay for Performance Allowance	Community Based Care Management Allowance
Under Age 1	\$863.88	\$863.88	\$863.88	TBD	N/A	N/A	N/A	\$1.00	\$0.75
TANF-MAGI Ages 1-20	\$196.70	TBD	TBD	TBD	\$5.80	\$1.01	N/A	\$1.00	\$0.75
TANF-MAGI Ages 21+	\$447.22	TBD	TBD	TBD	\$5.80	N/A	\$0.28	\$1.00	\$0.75
Disabled-BCC Ages 1+	\$1,161.24	TBD	TBD	TBD	\$102.54	\$12.78	\$1.74	\$1.00	\$0.75
Newly Eligible Ages 19 to 44	\$374.29	TBD	TBD	TBD	\$20.32	\$0.39	N/A	\$1.00	\$0.75
Newly Eligible Ages 45 to 64	\$744.53	TBD	TBD	TBD	\$20.32	N/A	\$0.26	\$1.00	\$0.75
Maternity Care	\$7,180.74								
Rate Region 2 - Carbon, Columbia, Juniata, Mifflin, Montour, Northumberland, Schuylkill, Snyder and Union Counties	Base Capitation Rate / Maternity Care Payment	Risk Adjusted Rate	Capitation Payment Rate	DHS Payment Rate Obligation, Per Member Per Day	High Cost Risk Pool Allowance	Specialty Drug Risk Sharing Allowance	DME Home Accessibility Risk Sharing Allowance	Provider Pay for Performance Allowance	Community Based Care Management Allowance
Under Age 1	\$972.95	\$972.95	\$972.95	TBD	N/A	N/A	N/A	\$1.00	\$0.75
TANF-MAGI Ages 1-20	\$218.16	TBD	TBD	TBD	\$5.80	\$1.01	N/A	\$1.00	\$0.75
TANF-MAGI Ages 21+	\$469.83	TBD	TBD	TBD	\$5.80	N/A	\$0.28	\$1.00	\$0.75
Disabled-BCC Ages 1+	\$1,266.70	TBD	TBD	TBD	\$102.54	\$12.78	\$1.74	\$1.00	\$0.75
Newly Eligible Ages 19 to 44	\$401.01	TBD	TBD	TBD	\$20.32	\$0.39	N/A	\$1.00	\$0.75
Newly Eligible Ages 45 to 64	\$829.00	TBD	TBD	TBD	\$20.32	N/A	\$0.26	\$1.00	\$0.75
Maternity Care	\$7,086.53								

TBD - To Be Determined

These rates do not apply after December 31, 2021, which is the expiration date of the actuary's certification. Exception: If this Agreement continues to be effective after December 31, 2021, the Department's Capitation obligation will continue to be defined by this Appendix 3f as applicable until the rates are supplanted by an amendment to the Agreement.

The Department's obligation is determined by the amounts included in the column titled "Base Capitation Rate / Maternity Care Payment". The capitation amounts will be converted to per diems as provided by the Agreement.

These rates were developed using Rate Setting Methodology #2 - Use of Managed Care Data. An overview of this methodology is found in Appendix 3g of the HealthChoices Agreement.

These base rates include an amount for the MCO Assessment. Additional information is provided in Appendix 3b and Appendix 3m of the HealthChoices Agreement.

The High Cost Risk Pool Allowance is used to determine the MCO's HCRPA obligation as per Appendix 3k of the HealthChoices Agreement.

More information about the Specialty Drug Risk Sharing Allowance is in Appendix 5 of the HealthChoices Agreement.

The Provider Pay for Performance and Community Based Care Management allowance amounts are included in the Base Capitation Rate. More information about the Provider Pay for Performance allowance amount is in Exhibit B(3) of the HealthChoices Agreement. More information about the Community Based Care Management allowance amount is in Exhibit B(5) of the HealthChoices Agreement.

The DME Home Accessibility Risk Sharing Allowance is used to determine the MCO's DME Home Accessibility Risk Sharing obligation as per Appendix 6 of the HealthChoices Agreement.

### Geisinger Health Plan Capitation Rates - Effective January 1, 2021

Northeast	Home Nursing Risk Sharing Allowance											
	Participation Months											
Rate Region 1 - Bradford, Centre, Clinton, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Sullivan, Susquehanna, Tioga, Wayne and Wyoming Counties	1	2	3	4	5	6	7	8	9	10	11	12
Under Age 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TANF-MAGI Ages 1-20	\$3.91	\$8.43	\$9.94	\$10.69	\$11.14	\$11.44	\$11.66	\$11.82	\$11.94	\$12.04	\$12.13	\$12.19
TANF-MAGI Ages 21+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Disabled-BCC Ages 1+	\$47.27	\$104.16	\$123.12	\$132.60	\$138.29	\$142.08	\$144.79	\$146.82	\$148.40	\$149.67	\$150.70	\$151.56
Newly Eligible Ages 19 to 44	\$0.07	\$0.18	\$0.22	\$0.24	\$0.25	\$0.26	\$0.26	\$0.27	\$0.27	\$0.27	\$0.28	\$0.28
Newly Eligible Ages 45 to 64	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maternity Care	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Rate Region 2 - Carbon, Columbia, Juniata, Mifflin, Montour, Northumberland, Schuylkill, Snyder and Union Counties	1	2	3	4	5	6	7	8	9	10	11	12
Under Age 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TANF-MAGI Ages 1-20	\$3.91	\$8.43	\$9.94	\$10.69	\$11.14	\$11.44	\$11.66	\$11.82	\$11.94	\$12.04	\$12.13	\$12.19
TANF-MAGI Ages 21+	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Disabled-BCC Ages 1+	\$47.27	\$104.16	\$123.12	\$132.60	\$138.29	\$142.08	\$144.79	\$146.82	\$148.40	\$149.67	\$150.70	\$151.56
Newly Eligible Ages 19 to 44	\$0.07	\$0.18	\$0.22	\$0.24	\$0.25	\$0.26	\$0.26	\$0.27	\$0.27	\$0.27	\$0.28	\$0.28
Newly Eligible Ages 45 to 64	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maternity Care	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

N/A - Not applicable.

These rates do not apply after December 31, 2021 which is the expiration date of the actuary's certification. Exception: If this Agreement continues to be effective after December 31, 2021, the Department's Capitation obligation will continue to be defined by this Appendix 3f as applicable until the rates are supplanted by an amendment to the Agreement.

The amounts shown are not to be withheld from the capitation rate. The Home Nursing Risk Sharing Allowance is used to determine the MCO's Home Nursing Risk Sharing obligation as per Appendix 3c of the HealthChoices Agreement.

These premiums were developed to align with the number of participation months that the MCO is in the program throughout the calendar year.

## Geisinger Health Plan Capitation Rates - Effective January 1, 2021

Northeast	Risk Sharing Allowance Amounts Obligation for the "Under Age 1" Rate Cell											
	Participation Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Rate Region 1	\$181.53	\$196.67	\$207.53	\$212.91	\$216.51	\$220.36	\$223.14	\$225.10	\$228.17	\$231.58	\$233.35	\$236.46
Rate Region 2	\$181.53	\$196.67	\$207.53	\$212.91	\$216.51	\$220.36	\$223.14	\$225.10	\$228.17	\$231.58	\$233.35	\$236.46

These rates do not apply after December 31, 2021, which is the expiration date of the actuary's certification. Exception: If this Agreement continues to be effective after December 31, 2021, the Department's Capitation obligation will continue to be defined by this Appendix 3f as applicable until the rates are supplanted by an amendment to the Agreement.

Rate Region 1 includes Bradford, Centre, Clinton, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Sullivan, Susquehanna, Tioga, Wayne and Wyoming Counties.

Rate Region 2 includes Carbon, Columbia, Juniata, Mifflin, Montour, Northumberland, Schuylkill, Snyder and Union Counties.

The amounts shown are not to be withheld from the capitation rate. The Risk Sharing Allowance Amounts Obligation for the "Under Age 1" Rate Cell are used to determine the MCO's Risk Sharing obligation as per Appendix 3p of the HealthChoices Agreement.

These premiums were developed to align with the number of participation months that the MCO is in the program throughout the calendar year. The Experience/Accumulation Months does not refer to the number of months of life of the individual member.

## **APPENDIX 3g**

### **OVERVIEW OF METHODOLOGIES FOR RATE SETTING AND DETERMINATION OF RISK SHARING PREMIUM ALLOWANCE AMOUNTS**

#### **I. Rate Setting Methodology #1 — Use of Historical Fee-For-Service Data**

To develop Actuarially Sound Capitation Rates (Actuarially Sound Capitation Rates are projected to provide reasonable, appropriate and attainable costs that are required under the terms of the contract and for the operation of the Primary Contractor for the time period and the population covered under the terms of the contracts, and such Capitation rates are developed in accordance with the requirement in 42 CFR §438.4(b)) for the HealthChoices program using historical fee-for-service (FFS) data, the following general steps are performed:

- Summarize the FFS Claims and Eligibility Data
- Assess Data Credibility
- Include the Effect of Program/Policy Changes
- Project the FFS Base Data Forward
- Adjust the FFS Data to Reflect Managed Care Principles
- Add an Appropriate Non-Medical Load

**Summarize the FFS Claims and Eligibility Data** — The Commonwealth of Pennsylvania (Commonwealth) provides summarized FFS claims and eligibility data for the recipients and services to be covered under the HealthChoices program. Normally, multiple years of FFS data are made available for rate setting purposes. This data is then adjusted to account for items not included in the initial FFS data collection process. These adjustments (positive and/or negative) generally include, but are not limited to: completion factors, legal settlements, gross adjustments, graduate medical education payments, pharmacy rebates, and other adjustments needed to improve the accuracy of the data.

**Assess Data Credibility** — To arrive at a single year of FFS data, to serve as the basis for rate setting, the multiple years of FFS data may be combined together. Through this process, the older data is projected forward to be comparable to the most recent information. All of the data is then blended together to form a single set of base data (Commonly with the most recent year of data receiving equal or more weight).

**Include the Effect of Program/Policy Changes** — The Commonwealth occasionally changes the services, reimbursements, or populations covered under the HealthChoices program (e.g., an expansion of a new benefit or

restructuring of a currently covered benefit). Material program changes are included in the capitation rates by either increasing or decreasing the FFS data by an appropriate adjustment.

**Project the FFS Base Data Forward** — The base data is then projected forward to the period for which the capitation rates are contracted. Trend factors are used to estimate the future costs of the services that the covered population would generate in the FFS program. These trend factors normally vary by, but are not limited to: major category of service, geographic area, or rate cell.

**Adjust the FFS Data to Reflect Managed Care Principles** — Since HealthChoices is a managed care program and not FFS based, the projected FFS data needs to be adjusted to reflect the utilization and unit cost of a typical managed care program. This generally involves increasing the cost/use of preventative services, and decreasing hospital and emergency room cost/use.

**Add an Appropriate Non-Medical Load** — After the base data has been trended to the appropriate period, and adjusted for program/policy changes, non-medical loads, including, but not limited to administrative and underwriting gain components, will be added to the medical claim cost component to determine the overall capitation rates applicable to each rate cell. The non-medical loads can be applied as a percentage of the total capitation rate (e.g., percent of premium revenue) and may or may not vary by rate cell, or other rating characteristic, depending on the structure of adjustments.

**Add an amount for State/Federal Taxes/Assessments** — The final capitation rate, after all other components have been completed, is further adjusted to reflect any legislatively mandated State/Federal taxes and/or assessments. These adjustments are typically applied as a percent of final premium revenue, or an additional fixed amount after non-medical loads are accounted for, and is added to the final capitation rate.

## **II. Rate Setting Methodology #2 — Use of Managed Care Data**

To develop capitation rates on an actuarially sound basis for the HealthChoices program using actual managed care data, the following general steps are performed:

- Summarize, Analyze, and Adjust the Managed Care Data,
- Include the Effect of Program/Policy Changes,
- Project the Managed Care Base Data Forward, and
- Add Appropriate Non-Medical Load.

**Summarize, Analyze, and Adjust the Managed Care Data** — The Commonwealth collects data from each of the managed care organizations (MCOs) participating in the HealthChoices program. This data is summarized, analyzed, and adjustments (positive and/or negative) are applied as needed to account for

underlying differences between each MCO's management of the HealthChoices program. These adjustments can account for items such as, but not limited to, reinsurance, over- or under-reserving of unpaid claims, under/over reporting between sources of data, utilization and unit cost efficiency, risk class structure, and provider contracting relations. After adjusting each MCO's data, each plan's specific medical claim costs is aggregated together to arrive at a set of base data for each rate cell.

**Include the Effect of Program/Policy Changes** — The Commonwealth occasionally changes the services or populations covered under the HealthChoices program (e.g., an expansion of a new benefit or a restructuring of a currently covered benefit).

Any new, material program/policy changes that were not already reflected in the managed care data are included in the capitation rates by either increasing or decreasing the managed care data by an appropriate adjustment.

**Project the Managed Care Base Data Forward** — The aggregate base of managed care data is projected forward to the period for which the capitation rates are contracted. Trend factors are used to estimate the future costs and utilization of the services that the covered population would generate in the managed care program. These trend factors normally vary by, but not limited to: major category of service, geographic area, and/or rate cell.

**Add Appropriate Non-medical Load** — After the base data has been trended to the appropriate period, and adjusted for program/policy changes, a non-medical load will be added to the medical claim cost component to determine the overall capitation rates applicable to each rate cell. The non-medical load can be applied as a percentage of the total capitation rate (e.g., percent of premium revenue) and may or may not vary by rate cell and includes all administrative liabilities expected for the average health plan in the Commonwealth operating the program in an efficient manner.

**Add an amount for State/Federal Taxes/Assessments** — The final capitation rate, after all other components have been completed, is further adjusted to reflect any legislatively mandated State/Federal taxes and/or assessments. These adjustments are typically applied as a percent of final premium revenue, or an additional fixed amount after non-medical loads are accounted for, and is added to the final capitation rate.

**Optional Rate Update** — In lieu of rebasing rates on newer experience base data, it is possible to update the prior year's rates for new, material program changes, trend and other adjustments following a similar process outlined above.

### **III. Rate Setting Methodology #3 — Blending of Fee-For-Service and Managed Care Data**



When updated FFS data is unavailable and actual managed care experience first becomes available, capitation rates for the HealthChoices program can be developed on an actuarially sound basis using a blending of both data sources using the following two track approach:

- Project the prior year's rates forward (Track 1),
- Summarize and adjust the managed care data (Track 2),
- Include the effect of new program/policy changes and trend (Track 1 and Track 2), and
- Apply credibility factors to each track and blend together.

**Project the Prior Year's Rates Forward (Track 1)** — The first step of Track 1 is to begin with the previous year's capitation rates that were originally developed using historical FFS claims and eligibility data. This data is projected forward to the period for which the new capitation rates are contracted. Trend factors are used to estimate the future costs of the services the covered population would generate under managed care. These trend factors normally vary by major category of service and/or rate cell.

**Include the Effect of New Program/Policy Changes (Track 1)** — In Track 1, any new, material program/policy changes implemented by the Commonwealth or required by the federal government that were not already accounted for in the previous year's rates, are included in the new capitation rates by either increasing or decreasing the rates by an appropriate adjustment.

**Summarize and Adjust the Managed Care Data (Track 2)** — The more recent managed care data is collected from the MCOs, summarized, and analyzed to support rate setting. Adjustments (positive and/or negative) are applied to the managed care data as needed to account for underlying differences between each MCO's management of the HealthChoices program. These adjustments can account for items such as, but not limited to, the collection of TPL/COB, over- or under-reserving of unpaid claims, reinsurance, rebates, management efficiency, and provider contracting relations.

**Include the Effect of Trend and New Program/Policy Changes (Track 2)** — In Track 2, the managed care data is projected forward to the time period the capitation rates are contracted. Trend factors may vary by major category of service, geographic area, or rate cell, and are used to estimate the future costs of the services that the covered population would generate under managed care. Any new program/policy changes that were not already reflected in the managed care data are included in the rates by either increasing or decreasing the data by an appropriate adjustment.

**Apply Credibility Factors to Each Track and Blend Together** — After separately developing capitation rates using Track 1 and Track 2, the two (2) sets of rates are combined together. This blending involves applying a credibility weight to

each track and adding the two (2) components together. The credibility weights may vary between the rate cells.

**Add Appropriate Non-medical Load** — After the base data has been trended to the appropriate time period, and adjusted for program/policy changes, a non-medical load will be added to the medical claim cost component to determine the overall capitation rates applicable to each rate cell. The non-medical load can be applied as a percentage of the total capitation rate (e.g., percent of premium revenue) and may or may not vary by rate cell and includes all administrative liabilities expected for the average health plan in Pennsylvania operating the program in an efficient manner.

**Add an amount for State/Federal Taxes/Assessments** — The final capitation rate, after all other components have been completed, is further adjusted to reflect any legislatively mandated State/Federal taxes and/or assessments. These adjustments are typically applied as a percent of final premium revenue, or an additional fixed amount after non-medical loads are accounted for, and is added to the final capitation rate.

#### **IV. Additional Information on Rate Development**

The reimbursement provided under this contract is intended for Medically Necessary services covered under the Commonwealth's State Plan. The MCO has the option to utilize this reimbursement to provide alternatives to the Medically Necessary services covered under the State Plan in order to meet the needs of the individual enrollee in the most efficient manner. However, an adjustment may be required in the rate development process to ensure that only alternative services approved by the Commonwealth are included.

DHS will provide documentation, upon request, that addresses the actuarial soundness of the rates.

#### **V. Information Sharing with MCOs**

The Commonwealth will annually provide the MCO with certain information on the development of capitation rates, maternity care rates, and risk mitigation premium allowances. This information will include the pieces of information listed below, exclusive of the underlying data used to develop the information. The majority of the numerical data provided will take the form of rating exhibits, variously detailed by geographic rating area, by rate cell, and/or by category of service group. The Commonwealth's commitment to provide data does not extend to data to which it is not legally entitled. The accuracy of data furnished by the Commonwealth is in some cases dependent on the integrity of data supplied by MCOs. The following items pertain where applicable to all three types of rates indicated above:

- Maternity and non-maternity historical utilization, unit costs and PMPMs reported to the Commonwealth by MCOs, summarized by geographic rating area, by rate cell, and by service group.
- The cost base detailed by utilization, unit costs and PMPMs (as applicable), by rate cell and by category of service group, for each geographic rating area that is utilized by our actuaries, after adjustments to underlying data, with the maternity data used to develop case rates provided separately from the remaining non-maternity costs used to produce the capitation rates. The Commonwealth will also provide a text explanation of the adjustments applied to underlying data to develop the cost base.
- Information on, and the value of, program-wide adjustments.
- A review of the method employed by the Commonwealth's actuaries to produce the final "best estimate" rates, along with a text explanation of how the ends of the actuarially sound rate range were determined.
- Information on, and the value of, adjustments to capitation rates specific to changes in the HealthChoices program or the Commonwealth's Medicaid program, by rate cell and/or service category.
- Historic and projected member counts, by geographic rating area and rate cell that have been used for purposes of rate development and comparison of rates.
- Average PMPM trend rates by rate cell and by service group used by the actuaries in each HealthChoices zone to project future costs.
- The amount of each rate that is intended to provide funding for administrative costs and profit collectively.
- The lower end, "best estimate," and upper end of the range of actuarially sound rates determined by the Commonwealth's actuaries for each rate cell.
- A description of non-HealthChoices data sources considered in the course of rate development, along with comment on the applicability to HealthChoices.

The Commonwealth will provide this information in advance of discussions with the MCOs. DHS may provide the MCO, upon request, documentation that addresses the actuarial soundness of the rates.

The Commonwealth may elect to not provide information, as it deems appropriate, in advance of any HealthChoices rate bids that might be required from MCOs, should the Commonwealth resume the use of a rate bidding process for the HealthChoices program.

#### **VI. Methodology to Determine High Cost Risk Pool Amount(s) (Where Applicable)**

The amount that is attributable to a risk pool is the portion of the capitation rates used to fund a risk pool based on an analysis of data (FFS or managed care) from the population and services covered, as well as the design of the HCRP (e.g., threshold levels). This data is considered the primary source of information for developing the risk pool amounts which may vary by rate cell. Since any one (1) year may reflect unusual occurrences, when available, multiple years of information may be reviewed and combined together. Since the data is generally historical in nature and risk pool(s) are applicable to the future capitation rates, the data must be trended and adjusted as necessary to coincide with the period in which the rates are contracted. These trends are estimates of the future costs and utilization of services provided. Given the programs' narrow specificity of risk and high per recipient cost, total risk pool costs may fluctuate substantially from year to year.

#### **VII. Methodology to Determine Risk Sharing Amount(s)**

The amount that is applicable to a risk sharing program is the portion of the capitation rates used to fund the risk sharing program based on an analysis of data (FFS or managed care) from the population and services covered by the risk sharing program. This data is considered the primary source of information for developing the risk sharing amounts which may vary by rate cell. Since any one year may reflect unusual occurrences, when available, multiple years of information may be reviewed and combined together. Since the data is generally historical in nature and the risk sharing amounts are applicable to the future capitation rates, the data must be trended and adjusted as necessary to coincide with the period in which the rates are contracted. These trends are estimates of the future costs and utilization of services provided. Given the programs' narrow specificity of risk and high per recipient cost, total risk sharing costs may fluctuate substantially from year to year. However, over a period of several years, the risk sharing amount is expected to be equivalent to the amount paid by the Commonwealth in risk sharing claims (i.e., budget neutral).

## **APPENDIX 3h**

### **MEDICAL LOSS RATIO REPORTING AND REMITTANCE REQUIREMENTS**

This appendix is effective January 1, 2020.

This appendix establishes requirements for the PH-MCO's responsibility to calculate and report their medical loss ratio (MLR) to the Department consistent with the 2016 Medicaid/CHIP Managed Care Final Rule requirements at 42 CFR §438.8. This appendix also establishes a requirement for remittance to the Department.

The reporting requirements apply collectively to all Agreements the PH-MCO has with the Department to operate Physical Health (PH) HealthChoices (HC) programs during a CY. The PH-MCO must provide one report inclusive of all zones, rating periods and Agreements within a CY. The PH-MCO must not include revenue or costs that are not specific to the PH HC program.

#### **I. Timing**

The PH-MCO must submit the annual MLR report to the Department by November 30 of the following calendar year.

#### **II. MLR Reporting Year**

Consistent with 42 CFR §438.8, the MLR reporting year is a 12-month period that aligns with the Department's HealthChoices PH rating period. The Department's current, standard rating period is a 12-month calendar year.

#### **III. Contents of Annual MLR Report**

The PH-MCO is to submit their MLR report containing at least the information outlined herein for the current MLR reporting year, consistent with the requirements in 42 CFR §438.8(k) or subsequently modified by CMS. The Department reserves the right to request additional information and/or require the use of a MLR report template.

1. Total incurred claims
2. Expenditures on quality improving activities
3. Recoveries through fraud reduction
4. Expenditures on fraud reduction
5. Non-claim costs
6. Premium revenue
7. Premium related taxes, licensing, and regulatory fees

8. Methodologies for allocation of expenditures
9. Any credibility adjustment applied
10. The calculated MLR (including numerator and denominator)
11. Any remittance potentially owed to the Department
12. A comparison of the MLR report information to the PH-MCO's audited financial report(s)
13. The number of member months
14. A description of the aggregation method used to aggregate data for all Medicaid eligibility groups covered under this Agreement

#### **IV. New HealthChoices PH-MCOs**

The Department, at its discretion, may exclude a PH-MCO that did not previously have a HC Agreement from these requirements for the first year of the PH-MCO's HealthChoices operations. However, the new PH-MCO will be required to comply with these requirements during the next MLR reporting year even if the first year of operations was not a full 12 months. For example, if a PH-MCO is new on July 1, 2017, the Department may exclude the new PH-MCO from completing the CY 2017 MLR reporting year's report, but the new PH-MCO will be required to complete the subsequent CY 2018 MLR reporting year's report.

#### **V. MLR Numerator and Denominator**

Detail of what is included and how the MLR numerator and denominator are computed can be found in 42 CFR §438.8(e) and (f) respectively. If an expenditure related to Social Determinants of Health is an "activity that improves health care quality" as specified in 42 CFR § 438.8(e)(3), the PH-MCO may include the costs in the numerator of the MLR. The PH-MCO is expected to comply with any additional requirements, guidance or instructions released by CMS that relate to the computation of the MLR as required in 42 CFR §438.8.

#### **VI. Aggregate Medicaid Eligibility Groups**

The Department requires the PH-MCO's MLR and MLR report to be calculated for two aggregated groups: Newly Eligibles and all other populations. These two aggregated groups must represent all HealthChoices Medicaid/Title XIX rate cells/populations and rating regions/zones combined that are covered under the HealthChoices Physical Health Agreements.

#### **VII. Credibility Adjustment**

Per 42 CFR §438.8(h), the PH-MCO has the option of adding a credibility adjustment to their reported MLR if the PH-MCO has sufficient member months to be partially credible, but not enough member months to be fully credible. The credibility adjustment is required for any remittance calculations. CMS will publish the table of credibility adjustments to be used. Fully credible plans may not use a credibility adjustment.

#### **VIII. Remittance**

Per 42 CFR §438.8(c) the Department has chosen a minimum MLR of 85.00

percent (85.00%). The Department will require a remittance in accordance with 42 CFR §438.8(j) for each Aggregate Medicaid Eligibility Group listed in section VI. above. Settlement of any remittance obligation will be due 75 calendar days after the Department has issued a remittance notification to the MCO.

**IX. Newly Eligibles**

For purposes of this Appendix, Newly Eligibles are defined as Members who have a category of assistance/program status code combination of MG91 and Members age 19 and 20 who have a category of assistance/program status code combination of MG90.

**X. Attestation**

The PH-MCO must provide an attestation of the accuracy of the information provided in their submitted MLR report as required in 42 CFR §438.8(n) and consistent with 42 CFR §438.606. The attestation is due on the report due date.

**XI. Sub-Regulatory Guidance and Capitation Adjustments**

These requirements are subject to change as CMS releases sub-regulatory guidance. If there are retroactive capitation adjustments these MLR reports may need to be updated. For more information about MLR calculations, please see 42 CFR §438.8.

**XII. Continuation**

If CMS issues regulation that revises or replaces the citations in this appendix, the revised or replacement citations will apply. The Department may choose to waive any or all requirements.

### **APPENDIX 3k** **HIGH COST RISK POOL**

This Appendix is effective January 1, 2020.

#### **Overview**

The Department will establish, administer, and distribute funds from three quarterly High Cost Risk Pools (HCRP).

Each quarterly risk pool will be funded through High Cost Risk Pool Allowance Amounts (HCRPAA). HCRPAAs are contained in Appendix 3f and provide for different amounts by zone and Medicaid Eligible Group (MEG). The Department will utilize encounter data or files submitted by the PH-MCO with information on high cost Members during the Experience Period (defined below). After repricing inpatient encounters, to the amount the Department would have paid, the Department will sum the amount spent by each PH-MCO in excess of the HCRP Threshold on each Member in each of three MEGs, defined below, for the Experience Period. The Department will distribute the funds in the HCRP in proportion to each PH-MCO's adjusted expenditures in excess of the HCRP Threshold for all Members included in each risk pool for the Experience Period. The Department's payment to each PH-MCO will be net of the PH-MCO's HCRPAA obligation for the Quarter. If the PH-MCO's HCRPAA obligation exceeds its share of the HCRP, the Department will reduce a subsequent payment to the PH-MCO by the amount of the difference.

#### **High Cost Risk Pool Quarters**

A High Cost Risk Pool Quarter (Quarter) is defined as a calendar quarter unless the HealthChoices program period covered by this Agreement ends mid-quarter. In this event, the last High Cost Risk Pool Quarter will begin on the first day of the next-to-last calendar quarter and end on the last day of the program period covered by this Agreement. Example: The program period covered by this Agreement ends May 31, 2021. The last High Cost Risk Pool Quarter begins January 1, 2021, and ends May 31, 2021.

#### **Medicaid Eligible Group (MEG)**



The Department will administer one risk pool per Quarter per HealthChoices zone for each of the three defined MEGs:

- TANF – which is inclusive of Members with TANF and MAGI Medical Assistance (MA) eligibility. Newly Eligible Members with MAGI eligibility status codes 90 and 91 are excluded from this group.
- Disabled – which is inclusive of Members with SSI, Healthy Horizons, Breast and Cervical Cancer, Other Disabled MA eligibility, and Members aged twenty-one (21) or older having MAGI MA eligibility under program status code 90. Members aged nineteen through twenty (19-20) with program status code 90 are excluded from this MEG.
- Newly Eligible - which is inclusive of Members having eligibility under MAGI MA eligibility with program status code 91 aged between nineteen through sixty four (19-64) and Members aged nineteen through twenty (19-20) with program status code 90.

Members under age one (1) are excluded from all MEGs of this risk pool.

### **Members in an IMD**

Provisions for Members aged twenty-one through sixty-four (21 – 64) residing in a free-standing IMD at least 16 days during the calendar month and the Member's condition is not related to Substance Use Disorder (SUD) are outlined below:

- Effective January 1, 2020, the Department will apply the HCRPAA on a per-diem basis and include any claim with a date of service within a calendar month for those days in which the Member is both enrolled in the MCO and not residing in the IMD and the provision of inpatient psychiatric treatment in an IMD meets the requirements for *in lieu of services* in 42 CFR 438.3 (e) (2)(i) through (iii).

For inpatient hospital claims, the discharge date will count as the date of service for the purpose of this paragraph.

### **HCRP Threshold**

The HCRP Threshold is \$80,000.

### **PH-MCO Inclusion/exclusion**

A PH-MCO will participate in a zone's quarterly HCRP if both of the criteria below are met:

- The Department has made or will make Capitation payments to the PH-MCO for this HealthChoices zone under this HealthChoices Agreement for all months during the High Cost Risk Pool Quarter; and
- The Department has made or will make Capitation payments to the PH-MCO under this HealthChoices Agreement or any other HealthChoices Agreement for this HealthChoices zone for all of the twelve months prior to the High Cost Risk Pool Quarter. These twelve months constitute the Experience Period.

The Department will deem this criterion to have been met if it was met by the PH-MCO or by a PH-MCO that operated in the same HealthChoices zone (“Previous PH-MCO”) if one of the following criteria is met:

- The current PH-MCO purchased the assets or liabilities of the Previous PH-MCO; or
- The Department transferred substantially all of the Members enrolled in the Previous PH-MCO, who did not make a different choice, to the current PH-MCO.

If the PH-MCO does not meet the criteria for inclusion in a zone’s quarterly HCRP, then:

- The PH-MCO has no HCRPAA obligation for that Quarter for that zone; and
- The PH-MCO has no opportunity to receive a distribution from that zone’s quarterly HCRP; and
- The PH-MCO will not be required to contribute to that quarterly zone’s HCRP through a reduction to a subsequent payment.

The Department will determine each Quarter which PH-MCOs meet the criteria for inclusion in that Quarter’s HCRPs.

### **Calculation of Quarterly Funds in each Zone’s Risk Pool**

Appendix 3f provides HCRPAAs. After each Quarter has ended, the Department will determine the sum of the PH-MCO’s HCRPAA obligation for the Quarter for each MEG, by multiplying the HCRPAA by the number of Member months included in the PH-MCO during the High Cost Risk Pool Quarter (not the Experience Period). The Department will use membership data compiled as of one date, for the purpose of determining each PH-MCO’s HCRPAA obligation, for the Quarter. The Department will provide documentation to the PH-MCO and will consider any issues the PH-MCO brings to the Department’s attention.

The sum of the HCRPAA obligation of every PH-MCO will be the total amount allocated to each HCRP for that Quarter.

### **Covered Services**

All medical claims paid by the PH-MCO for a medical product or service received by an enrolled Member during the Experience Period, with the following exceptions:

- Any product or service provided to Members under age one (1).
- Any product or service covered under the Department's other risk mitigation arrangements including, but not limited to:
  - Home Nursing Risk Sharing (Appendix 3c)
  - Specialty Drug Risk Sharing (Appendix 5)
  - Under Age One Risk Sharing (Appendix 3p)
  - Home Accessibility Risk Sharing (Appendix 6)

The Department will apply the same criteria if it elects to use the PH-MCO's submitted files at its request in lieu of encounter data.

### **Experience Period**

The Experience Period is defined as the twelve months that ended the day before the Quarter for which HCRPAAs are allocated to the quarterly risk pools.

The Experience Period defines the dates that Covered Services are provided to Members, not the dates claims are paid.

The discharge date on an inpatient claim determines PH-MCO eligibility for inclusion in an Experience Period.

### **Data Source**

Unless the Department has informed the PH-MCO that it has determined a need to use a different data source, the Department will utilize the Department's MMIS approved encounter data to administer the steps outlined in this Appendix, and to determine the adjusted amount each PH-MCO paid in excess of the HCRP threshold for each Member for Covered Services provided during the Experience Period. The Department will extract encounter data at least 7 months after the last day in the Experience Period.

Upon notification by the Department, the PH-MCO will submit files in a format determined by the Department for the administration of the risk pools in lieu of encounter data.

For purposes of risk pool allocation, the Department will utilize information on Members whose costs exceed the HCRP Threshold during the Experience Period, after repricing and other adjustments. Interim encounters for acute care inpatient services (Provider Type and Specialty of 01/010) are excluded.

Covered Service cost for the Experience Period will be included in total for each Member exceeding the threshold in only one MEG's risk pool. The MEG for the Member will be determined based on the category and program status code in the last monthly capitation payment made to the PH-MCO within the Experience Period.

### **Inpatient Hospital Repricing**

The Department will reprice each acute care inpatient hospital encounter to the amount the Department would have paid for the discharge, except where a repriced amount is not able to be determined.

The Department will send the PH-MCO a file that shows the repriced amount for each inpatient hospital claim.

If the PH-MCO is required to submit a data file in lieu of use of encounter data, the PH-MCO must submit all necessary data fields so that inpatient claims can be repriced. Failure to submit the necessary fields may result in exclusion of inpatient claims from the HCRPs.

### **Quarterly Distributions**

The Department will utilize the Department's MMIS approved encounter data to administer the steps outlined in this Appendix, and to determine the adjusted amount each PH-MCO paid in excess of the HCRP Threshold, for each Member, for medical Covered Services provided, during the Experience Period. These steps will be separately applied for the risk pool for each MEG. The PH-MCO-specific sum will be the numerator in the calculation, for the risk pool distribution. The denominator will be the applicable sum for all PH-MCOs in the HealthChoices zone. The resulting percentage figure will be multiplied by the amount in the risk pool. The PH-MCO's uncollected HCRPAA obligation for the Quarter will be subtracted from this amount. If the result is a positive number, the Department will pay the amount to the PH-MCO. If the result is a negative number, the Department will reduce a subsequent payment to the PH-MCO by this amount.

The Department will notify PH-MCOs of information related to the quarterly distribution amounts resulting from this HCRP Arrangement 60 days after the Department's extraction of encounter data.

## **Early Payment of a PH-MCO's HCRPAA Obligation**

If the Department notifies the PH-MCO of termination of this HealthChoices Agreement; OR if the PH-MCO notifies the Department of termination of this HealthChoices Agreement; OR if this Agreement expires within four months; OR if the PH-MCO fails to submit a required report or file to support the administration of this risk pool arrangement within fifteen work days of the final due date:

- The Department may elect to reduce a subsequent monthly capitation payment by the total amount of the outstanding HCRPAA obligation for current and previous program months; AND
- The Department may reduce each subsequent monthly capitation payment by the PH-MCO's HCRPAA obligation for the same month.

## **APPENDIX 3m**

### **MCO ASSESSMENT**

The PH-MCO will provide MCO Assessment reports and make payments as directed by the Department in accordance with Act 92 of 2015 (62 P.S. § 801-I, et. seq).

The Department will make an Annual MCO Assessment Payment to the PH-MCO no later than June 5 of each year. The Department will not make the payment if the PH-MCO has no obligation to make an MCO Assessment payment on its HealthChoices membership for the April – June calendar quarter of the same year. The Department will calculate the payment amount as follows for the zone covered by this Agreement:

	The MCO Assessment fee amount per person provided by statute or as adjusted by the Secretary in accordance with 62 P.S. § 803-I, if applicable, as of March 1 of the same year
MULTIPLIED BY	The number of Members enrolled in the PH-MCO on any one or more days in February of the current year per the Department's records in March
MULTIPLIED BY	Three
EQUALS	The Department's Annual MCO Assessment Payment obligation amount to the PH-MCO

The Department will reduce payment(s) made to the PH-MCO in July of the same year by the amount of the Department's payment obligation amount to the PH-MCO per this Appendix for this year.

## **APPENDIX 3p**

### **RISK SHARING ARRANGEMENT FOR MEMBERS UNDER AGE ONE**

This Agreement establishes a risk sharing arrangement (Arrangement) between the Department and the PH-MCO for each HealthChoices Member who has not attained their first birthday.

#### **I. Arrangement Years**

- A. Arrangement Years are equivalent to calendar years. Exception: If the PH-MCO does not operate a HealthChoices program in a zone under this or any other HealthChoices Agreement throughout the complete calendar year, then the Arrangement Year consists of the portion of the year in which the PH-MCO operates the program. Each Arrangement Year serves as an accumulation period for incurring costs for Covered Services.
- B. An Arrangement Year includes all portions of a calendar year that the PH-MCO operates a HealthChoices program under this Agreement or another Agreement. If there is more than one Agreement in the calendar year, the terms for the Department's payments included in the more recent Agreement apply in the event of a conflict in terms.
- C. If the PH-MCO has purchased the assets or liabilities of a PH-MCO that previously contracted with the Department to operate a HealthChoices program in the same zone ("Previous PH-MCO"); or if the Department transferred the Members enrolled in the Previous PH-MCO, who did not make a different choice, to the current PH-MCO; then the Department will allow the PH-MCO to include claims paid by the Previous PH-MCO with dates of service in the current Arrangement Year, provided the Previous PH-MCO relinquishes any claims to revenue under the Risk Sharing Arrangement for members Under Age One, for dates of service that overlap with the current Arrangement Year.

#### **II. Covered Members**

This Arrangement covers each Member who has not attained their first birthday. The Member is covered from birth through the day prior to their first birthday.

#### **III. Covered Services**

All medical claims paid by the PH-MCO for a medical product or service received by an enrolled Under Age 1 Member during the Arrangement Year.

#### **IV. Risk Sharing**

- A. In each Arrangement Year, the PH-MCO is responsible for the first \$25,000 (Threshold Amount) in paid amounts of Covered Services provided to each Member.
- B. The Department will reimburse the PH-MCO seventy five percent (75.0%) of Covered Services (net of third party liability/other insurance) submitted by the PH-MCO that are greater than \$25,000.
- C. A new Threshold Amount applies at the beginning of each Arrangement Year.
- D. If the Member moves to a different HealthChoices zone and is covered by the same PH-MCO, a new Threshold Amount does not apply.
- E. All amounts paid by the PH-MCO to a hospital for an admission are counted as of the admission date, which might be the date of birth.

#### **V. Under Age One Risk Sharing Allowance Amounts**

- A. The Under Age One Risk Sharing Allowance amounts are an obligation of the PH-MCO to the Department. These amounts are specified in Appendix 3f.
- B. The Department will determine the Under Age One Risk Sharing Allowance Amounts obligation by multiplying the Under Age One Risk Sharing Allowance amount by the applicable Member months for all members covered by the Arrangement.

#### **VI. Data Source**

- A. The Department will use Pennsylvania MMIS approved encounter data to identify those claims eligible for risk sharing, unless the Department notifies the PH-MCO that it will use different data. The Department will extract Pennsylvania MMIS approved encounter data based on a schedule as determined by the Department.
- B. Interim encounters for acute care inpatient services (Provider Type and Specialty of 01/010) are excluded.
- C. Upon notification by the Department, the PH-MCO will submit files in a format determined by the Department for the administration of the risk



sharing in lieu of encounter data.

## **VII. Distributions**

The Department will perform at least two settlements for each Arrangement Year. The Department will use encounter data or other data that is timely available for processing prior to each settlement date. The Department will notify the PH-MCO of the settlement amount and provide documentation by the settlement date as provided below. The PH-MCO's uncollected Under Age 1 Risk Sharing Allowance amounts as specified in Appendix 3f will be subtracted from the settlement amount. If the result is a positive number, the Department will pay the amount to the PH-MCO. If the result is a negative number, the Department will reduce a subsequent payment to the PH-MCO by this amount. Settlement distributions will take place within thirty days of each of the settlement notification dates below, except that the Department may elect to suspend or postpone the settlement or distribution date(s) if the PH-MCO disputes the settlement amount or if the Department encounters unforeseen issues.

- A. The initial settlement notification date will be sent to the PH-MCO no later than July 15 of the calendar year after the Arrangement Year. This settlement will include encounter data experience for the entire Arrangement Year with data cutoff dates through May 15 prior to the initial settlement notification date.
- B. The final settlement notification date will be sent to the PH-MCO no later than March 15 of the second calendar year after the Arrangement Year. This settlement will include experience for the entire Arrangement Year and will be net of the initial settlement for the same Arrangement Year. This settlement will include encounter data experience for the entire Arrangement Year with data cutoff dates through January 15 prior to the final settlement notification date.

There may be a further settlement as needed if the Department identifies an error in a previous settlement. The Department will provide documentation to the PH-MCO. The Department will consider an additional settlement for the entire Arrangement year before the date provided in "B" above upon request by a PH-MCO that also uses its own records to prepare a mock settlement that shows the Department would have a substantial obligation. The additional settlement does not increase the Department's total obligation; it only changes timing of payment.

If the Department notifies the PH-MCO of cancellation of this HealthChoices Agreement; OR if the PH-MCO notifies the Department of cancellation of this HealthChoices Agreement; OR if this Agreement expires within four months; OR if a PH-MCO fails to submit a required report or file to support the administration

of a risk pool or risk sharing arrangement within fifteen work days of the final due date:

- The Department may elect to reduce a subsequent monthly capitation payment by the total amount of the outstanding Under Age One Risk Sharing Allowance Amounts obligation for current and previous program months; AND
- The Department may reduce each subsequent monthly capitation payment by the PH-MCO's Under Age One Risk Sharing Allowance Amounts obligation for the same month.

## **APPENDIX 5**

### **SPECIALTY DRUG RISK SHARING**

This Appendix establishes a risk sharing arrangement between the Department and the PH-MCO for certain high cost drugs that are prescribed for Members with Cystic Fibrosis.

This Appendix does not apply to Members under age one (1).

#### **Covered Drugs and Associated Re-Price Amounts**

The Department will determine a list of covered drugs specific to Cystic Fibrosis. The Department will make decisions about updating the list as the marketplace changes. These decisions will take into account the purpose of the risk sharing arrangement and the continued appropriateness of the allowance amounts if changes are made.

The Department will provide the PH-MCO with a drug list for covered drugs that will be used for the purpose of administration of the specialty drug risk sharing arrangement. The drug list will be based on current information available related to cost associated with the Cystic Fibrosis drugs contained within the list of covered drugs. The drug list will provide separate amounts for 340b and non-340b drug pricing. A net cost based on an established unit criteria (scripts or possibly a smaller unit level) will be provided for this list of drugs. These net costs will be utilized in the re-pricing component of the risk sharing arrangement. The Department will review and update the drug list as appropriate on a quarterly basis or more frequently.

#### **Risk sharing**

The Department will reimburse the PH-MCO eighty percent (80%) of the re-priced cost of the covered drugs. There is no deductible.

The Department will re-price covered drugs per the drug list that it has provided to the PH-MCO that covers the date of service.

The Department will re-price covered drugs with a third party liability insurance (TPL) based on the lower of the PH-MCO paid amount after TPL, or the price provided by the Department on the drug list.

The Department might require the PH-MCO to submit files to support the administration of the risk sharing.

There will be quarterly settlements. Each settlement will include covered drugs paid by

the PH-MCO for dates of service beginning with the risk sharing start date and limited to not more than 18 months prior to the end of the settlement quarter. Each settlement will exclude any claim that was included in a prior quarter's settlement. The risk sharing allowance for the PH-MCO for this quarter will be charged as part of the financial settlement. The Department will provide the PH-MCO with the settlement amount, and documentation not later than the last workday of the fourth month after the risk sharing quarter. The Department will utilize the Department's MMIS approved encounter data for the purpose of calculating settlements for this risk sharing at least 75 days after the last day in the settlement quarter.

If the PH-MCO does not operate a HealthChoices program in a zone under this Agreement throughout the complete settlement quarter, then the settlement quarter consists of the portion of the quarter in which the PH-MCO operates the program under this Agreement.

#### Risk sharing allowance

Specialty Drug Risk Sharing Allowance Amounts (SDRSAA) are specified in Appendix 3f.

These amounts will be charged as part of settlements. They will not be withheld from capitation payments.

#### Members in an IMD

Provisions for Members aged twenty-one through sixty-four (21 – 64) residing in a free-standing IMD at least 16 days during the calendar month and the Member's condition is not related to Substance Use Disorder (SUD) are outlined below:

- Effective January 1, 2020, the Department will apply the SDRSAA on a per-diem basis and include any claim with a date of service within a calendar month for those days in which the Member is both enrolled in the MCO and not residing in the IMD and the provision of inpatient psychiatric treatment in an IMD meets the requirements for *in lieu of* services in 42 CFR 438.3 (e) (2)(i) through (iii).

For inpatient hospital claims, the discharge date will count as the date of service for the purpose of this paragraph.

The Department will count as drugs paid by the PH-MCO any covered drugs that the PH-MCO paid under this HealthChoices Agreement or a different HealthChoices Agreement with the Department.

If the PH-MCO has purchased the assets or liabilities of a PH-MCO that previously had an Agreement with the Department to operate a HealthChoices program ("Previous PH-MCO"); or if the Department transferred the Members enrolled in the Previous PH-MCO, who did not make a different choice, to the current PH-MCO; then the Department will

include claims paid by the Previous PH-MCO.

If the Department notifies the PH-MCO of termination of this HealthChoices Agreement; OR if the PH-MCO notifies the Department of termination of this HealthChoices Agreement; OR if this Agreement expires within four months; OR if a PH-MCO fails to submit a required report or file to support the administration of this risk pool arrangement within fifteen work days of the final notification:

- The Department may elect to reduce a subsequent monthly capitation payment by the total amount of the outstanding quality risk pool obligation for current and previous program months; AND
- The Department may reduce each subsequent monthly capitation payment by the PH-MCO's quality risk pool obligation for the same and future months (if applicable).

## **APPENDIX 6**

### **HOME ACCESSIBILITY RISK SHARING ARRANGEMENT**

This Agreement establishes a risk sharing arrangement (Arrangement) between the Department and the PH-MCO for certain HealthChoices Members who incur costs for home accessibility equipment.

This Appendix does not apply to Members under age one (1).

#### **I. Arrangement Years**

- A. Arrangement Years are equivalent to calendar years. Exception: If the PH-MCO does not operate a HealthChoices program in a zone under this or any other HealthChoices Agreement throughout the complete calendar year, then the Arrangement Year consists of the portion of the year in which the PH-MCO operates the program. Each Arrangement Year serves as an accumulation period for incurring costs for Covered Services.
- B. An Arrangement Year includes all portions of a calendar year that the PH-MCO operates a HealthChoices program in each zone under this Agreement or another Agreement. If there is more than one Agreement in the calendar year, the terms for the Department's payments included in the more recent Agreement apply in the event of a conflict in terms.
- C. If the PH-MCO has purchased the assets or liabilities of a PH-MCO that previously contracted with the Department to operate a HealthChoices program in the same zone ("Previous PH-MCO"); or if the Department transferred the Members enrolled in the Previous PH-MCO, who did not make a different choice, to the current PH-MCO; then the Department will allow the PH-MCO to include claims paid by the Previous PH-MCO with dates of service in the current Arrangement Year, provided the Previous PH-MCO relinquishes any claims to revenue under the Home Accessibility Risk Sharing appendix in their Agreement, for dates of service that overlap with the current Arrangement Year.

#### **II. Covered Members**

This Arrangement covers Members who have attained their first birthday and who do not reside in any of the following types of facility:

- State Intermediate Care Facilities for Individuals with Intellectual Disabilities (State ICFs/IID)
- Intermediate Care Facility for Individuals with Intellectual Disabilities (ICFs/IID)
- South Mountain Restoration Center
- County Nursing Facility
- General Nursing Facility
- Hospice
- Intermediate Care Facility for Persons with Other Related Conditions

### **III. Covered Services**

- A. This Arrangement covers medically necessary services prescribed by a licensed physician for a Covered Member to support mobility activities of daily living in the Member's home and to enter/exit their home and that meet the environmental and clinical guidelines as authorized by the Department.
- B. Covered Services for medically necessary services including but are not limited to:
  - a. Stair Lifts/Chair Glides
  - b. Vertical Lifts
  - c. Incline Glide Lifts
  - d. Ceiling Lifts
  - e. Metal Ramps
  - f. Other mobility products that are medically necessary to support mobility activities of daily living in the Member's home and to enter/exit their home
- C. Installation costs as authorized by the Department.

### **IV. Risk Sharing**

In each Arrangement Year, the PH-MCO is responsible for payment amounts of Covered Services provided to each Member. The Department will reimburse the PH-MCO seventy percent (70.0%) of Covered Services (net of third party liability/other insurance) submitted by the PH-MCO.

### **V. Home Accessibility Sharing Allowance Amounts**

- A. The Home Accessibility Risk Sharing Allowance Amounts are an obligation of the PH-MCO to the Department. Home Accessibility Risk Sharing Allowance Amounts are specified in Appendix 3f.
- B. The Department will determine the total Home Accessibility Risk Sharing

Allowance Amount obligation by multiplying the Home Accessibility Risk Sharing Allowance Amounts by the applicable Member Months for all Members covered by the Arrangement.

- C. If the Department notifies the PH-MCO of cancellation of this HealthChoices Agreement; OR if the PH-MCO notifies the Department of cancellation of this HealthChoices Agreement; OR if this Agreement expires within four months; OR if a PH-MCO fails to submit a required report or file to support the administration of the risk sharing arrangement within fifteen work days of the final due date:
- The Department may elect to reduce a subsequent monthly capitation payment by the total amount of the outstanding Home Accessibility Risk Sharing Allowance Amount obligation for current and previous program months; AND
  - The Department may reduce each subsequent monthly capitation payment by the PH-MCO's Home Accessibility Risk Sharing Allowance Amount obligation for the same month.

## **VI. Data Source**

- A. The Department will use the Department's MMIS approved encounter data to identify those claims eligible for risk sharing, unless the Department notifies the PH-MCO that it will use different data. The Department will extract approved encounter data 60 days prior to each of the settlement dates below.
- B. The PH-MCO will submit a supplemental file containing a detailed cost breakdown indicating device and installation amounts.
- C. The Department will audit claims as necessary.

## **VII. Distributions**

The Department will perform at least two settlements for each Arrangement Year. The Department will use encounter data or other data that is timely available for processing prior to each settlement date. The Department will notify the PH-MCO of the settlement amount and provide documentation by the settlement date as provided below. The PH-MCO's uncollected Home Accessibility Risk Sharing Allowance Amount obligation, as specified in Appendix 3f, will be subtracted from the settlement amount. If the result is a positive number, the Department will pay that amount to the PH-MCO. If the result is a negative number, the Department will reduce a subsequent payment to the PH-MCO by this amount. Settlement distributions will take place within thirty days of each of the settlement notification dates below, except that the Department may elect to suspend or postpone the



settlement or distribution date(s) if the PH-MCO disputes the settlement amount or if the Department encounters unforeseen issues.

- A. The initial settlement notification will be sent to the PH-MCO no later than July 15 of the year after the Arrangement Year. This settlement will include encounter data experience for the entire Arrangement Year with data cutoff dates through May 15 prior to the initial settlement notification date.
- B. The final settlement notification will be sent to the PH-MCO no later than March 15 of the second year after the Arrangement Year. This settlement will include experience for the entire Arrangement Year and will be net of the initial settlement for the same Arrangement Year. This settlement will include encounter data experience for the entire year with data cutoff dates through January 15 prior to the final settlement notification date.
- C. There may be a further settlement as needed if the Department identifies an error in a previous settlement. The Department will provide documentation to the PH-MCO.

## APPENDIX 14

### **APR/DRG ADJUSTMENT** **INPATIENT ACUTE CARE SERVICES**

#### I. Definitions

For the purposes of this Appendix 14, the term hospital means either of the following:

- A. An acute care hospital, including critical access hospital, that receives APR/DRG payments from the Department under the MA Fee for Service Program;
- B. An Out of State acute care hospital that provides inpatient acute care services to a PH-MCO's Members.

#### II. Funding by the Department to the PH-MCO

The rates in Appendix 3f include an APR Adjustment component. The APR Adjustment component is specified in the chart below. The APR Adjustment component is subject to the same risk adjustment as the rates included in Appendix 3f.

January 1, 2021 through December 31, 2021	Northeast Rate Region 1: Bradford, Centre, Clinton, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Sullivan, Susquehanna, Tioga, Wayne & Wyoming Counties	Northeast Rate Region 2: Carbon, Columbia, Juniata, Mifflin, Montour, Northumberland, Schuylkill, Snyder & Union Counties
Under Age 1	\$109.90	\$134.90
TANF-MAGI Ages 1-20	\$3.07	\$3.83
TANF-MAGI Ages 21+	\$14.76	\$17.67
Disabled-BCC Ages 1+	\$40.10	\$48.47
Newly Eligible Ages 19 to 44	\$10.70	\$12.86
Newly Eligible Ages 45 to 64	\$36.24	\$45.83

The Department will notify you in writing by March 31 of each calendar year if the following section applies:

- A. If the PH-MCO is operating a HealthChoices program per this Agreement with the Department on April 1 of the current calendar year, and if the hospital assessment has not been terminated before that date, the Department will complete a payment to the PH-MCO on or before April 30. The amount of the payment will be calculated as follows:

Step #1. The Department will determine the number of Member Months, for each Rate Cell and Rate Region combination, for which it paid a capitation payment to the PH-MCO for the January program month. The result will be referred to as Schedule A.

Step #2. The Department will multiply each APR Adjustment component above by the appropriate RAR MCO Plan Factor that the Department has promulgated to the PH-MCO for the January program month. The result will be referred to as Schedule B. If no RAR MCO Plan Factor is applicable, the APR Adjustment component above will be used to populate Schedule B.

Step #3. The Department will multiply each amount in Schedule A by the corresponding amount in Schedule B and sum the results. This sum will then be multiplied by three (3). The product of this calculation will be the total amount of the payment to the PH-MCO.

- B. If the Department completes the payment provided by II.A. above, the PH-MCO must pay the hospitals within 30 days of the receipt of the payment.
- C. If the Department completes the payment provided by II.A. above, the Department will reduce a payment made in July of the same year by the amount of the payment.
- D. If either the Department or the PH-MCO notifies the other party that it is terminating this Agreement, the PH-MCO will pay to the Department the amount not yet recovered, as provided by II.B. above, within fifteen calendar days of the date of notification.

### **III. Increased Payments by the PH-MCO to Hospitals**

- A. The PH-MCO must use the funds received from the APR Adjustment component to increase the payments made by the PH-MCO to hospitals for inpatient acute care services.
- B. The PH-MCO must provide documentation to the Department in a form designated by the Department that all funds received from the APR Adjustment component are used in accordance with this Appendix.
- C. The PH-MCO must make timely payment of all funds received for the APR Adjustment component to the satisfaction of the Department.

## APPENDIX 17

### ADJUSTMENT OUTPATIENT HOSPITAL SERVICES

#### I. DEFINITIONS

For the purposes of this Appendix 17, the term hospital means either of the following:

- A. An acute care hospital, including critical access hospital, that receives reimbursement for outpatient hospital services from the Department under the MA Fee for Service Program;
- B. An Out of State acute care hospital that provides outpatient hospital services to a PH-MCO's Members.

#### II. FUNDING BY THE DEPARTMENT TO THE PH-MCO

The rates in Appendix 3f include an outpatient Adjustment component. The outpatient Adjustment component is specified in the chart below. The outpatient Adjustment component is subject to the same risk adjustment as the rates included in Appendix 3f.

January 1, 2021 through December 31, 2021	Northeast Rate Region 1: Bradford, Centre, Clinton, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Sullivan, Susquehanna, Tioga, Wayne & Wyoming Counties	Northeast Rate Region 2: Carbon, Columbia, Juniata, Mifflin, Montour, Northumberland, Schuylkill, Snyder & Union Counties
Under Age 1	\$17.01	\$17.12
TANF-MAGI Ages 1-20	\$8.81	\$11.23
TANF-MAGI Ages 21+	\$24.57	\$26.53
Disabled-BCC Ages 1+	\$31.59	\$33.15
Newly Eligible Ages 19 to 44	\$18.37	\$19.38
Newly Eligible Ages 45 to 64	\$29.88	\$32.29

The Department will notify you in writing by March 31 of each calendar year if the following section applies:

- A. If the PH-MCO is operating a HealthChoices program per this Agreement with the Department on April 1 of the current calendar year, and if the hospital assessment has not been terminated before that date, the Department will

complete a payment to the PH-MCO on or before April 30. The amount of the payment will be calculated as follows:

Step #1. The Department will determine the number of Member Months, for each Rate Cell and Rate Region combination, for which it paid a capitation payment to the PH-MCO for the January program month. The result will be referred to as Schedule A.

Step #2. The Department will multiply each APR Adjustment component above by the appropriate RAR MCO Plan Factor that the Department has promulgated to the PH-MCO for the January program month. The result will be referred to as Schedule B. If no RAR MCO Plan Factor is applicable, the APR Adjustment component above will be used to populate Schedule B.

Step #3. The Department will multiply each amount in Schedule A by the corresponding amount in Schedule B and sum the results. This sum will then be multiplied by three (3). The product of this calculation will be the total amount of the payment to the PH-MCO.

- B. If the Department completes the payment provided by II.A. above, the PH-MCO must pay the hospitals within 30 days of the receipt of the payment.
- C. If the Department completes the payment provided by II.A. above, the Department will reduce a payment made in July of the same year by the amount of the payment.
- D. If either the Department or the PH-MCO notifies the other party that it is terminating this Agreement, the PH-MCO will pay to the Department the amount not yet recovered, as provided by II.B. above, within fifteen calendar days of the date of notification.

### III. INCREASED PAYMENTS BY THE PH-MCO TO HOSPITALS

- A. The PH-MCO must use the funds received from the outpatient Adjustment component to increase the payments made by the PH-MCO to hospitals for outpatient hospital services.
- B. The PH-MCO must provide documentation to the Department in a form designated by the Department that all funds received from the outpatient Adjustment component are used in accordance with this Appendix.
- C. The PH-MCO must make timely payment of all funds received for the outpatient Adjustment component to the satisfaction of the Department.

## APPENDIX 18

### **COVID-19 VACCINE NON-RISK ARRANGEMENT**

This Appendix establishes a Non-Risk Arrangement for the coverage and administration of COVID-19 vaccines, in accordance with 42 CFR 447.362. This Appendix will only become effective in the event that at least one COVID-19 vaccine is developed and becomes the financial responsibility of the PH-MCO during the January 1, 2021 to December 31, 2021 Calendar Year (CY 2021, hereinafter known as the Arrangement Year).

For the Arrangement Year, the following terms shall apply:

#### **I. Covered Population**

Any Member that is eligible to receive a COVID-19 vaccine and is enrolled with the PH-MCO during the Arrangement Year is potentially eligible for this Arrangement. To be included in this Arrangement, a Member must have received a covered COVID-19 vaccine during the Arrangement Year.

##### **Members in an IMD**

Provisions for Members aged twenty-one through sixty-four (21 – 64) residing in a free-standing IMD at least 16 days during the calendar month and the Member's condition is not related to Substance Use Disorder (SUD) are outlined below:

- Effective January 1, 2020, the Department will include any claim with a date of service within a calendar month for those days in which the Member is both enrolled in the MCO and not residing in the IMD and the provision of inpatient psychiatric treatment in an IMD meets the requirements for *in lieu of* services in 42 CFR 438.3 (e) (2)(i) through (iii).

#### **II. Covered Services**

Covered Services for this Arrangement will include any COVID-19 vaccine, as well as the associated cost to administer the vaccine, that ultimately becomes the financial responsibility of the PH-MCO during the Arrangement Year. Only vaccines to specifically address COVID-19 will be included. To be eligible for this Arrangement, COVID-19 services which include the vaccines and the administration must be eligible for reimbursement under the MA Fee-for-Service program. The Non-Risk Arrangement only applies to Covered Services with dates of service during the Arrangement Year.

#### **III. Quarterly Payment Process**

There will be quarterly payments. Each payment will include covered services paid by the PH-MCO for dates of service beginning with the start date of the Non-Risk Arrangement and limited to not more than 18 months prior to the end of the payment quarter. The payment for each covered service will be the lesser of the amount paid by the PH-MCO or the MA Allowed Amount. Each payment will exclude any claim that was included in a prior quarter's payment. The Department will provide the PH-MCO with the payment amount, and documentation not later than the last workday of the fourth month after the end of the quarter. The Department will utilize the Department's MMIS approved encounter data for the purpose of calculating payments for this Non-Risk Arrangement at least 75 days after the last day in the quarter.

If the PH-MCO does not operate a HealthChoices program in a zone under this Agreement throughout the complete quarter, then the payment quarter consists of the portion of the quarter in which the PH-MCO operates the program under this Agreement.

If the PH-MCO has purchased the assets or liabilities of a PH-MCO that previously had an Agreement with the Department to operate a HealthChoices program ("Previous PH-MCO"); or if the Department transferred the Members enrolled in the Previous PH-MCO, who did not make a different choice, to the current PH-MCO; then the Department will include claims paid by the Previous PH-MCO.

#### **IV. CMS Requirements**

This Arrangement shall comply with all applicable CMS requirements and regulations pertaining to non-risk arrangements and is subject to the CMS regulations for payments under non-risk managed care contracts at 42 CFR 447.362. Payments to the PH-MCO are contingent upon CMS approval and participation of federal matching funds. The PH-MCO agrees to provide DHS any supporting information or data that may be required to respond to CMS questions about this Arrangement. The PH-MCO agrees to perform under the terms of this Appendix beginning on the effective date of this Appendix pending CMS approval. In the event that CMS rejects this Appendix, the parties shall work in good faith to propose an alternate arrangement to CMS within twenty (20) business days of notification of rejection by CMS. In the event that the parties fail to negotiate an acceptable proposed alternative within the twenty-day period specified herein, or in the event that CMS does not accept the alternative jointly submitted by the Parties pursuant to this paragraph, all obligations under this Appendix are immediately terminated without further recourse from either party. No payment obligation under this Arrangement shall arise prior to CMS approval of this Appendix.

## **EXHIBIT B(1)**

### **MCO PAY FOR PERFORMANCE**

This Exhibit B(1) defines a potential payment obligation by the Department to the PH-MCO for Quality Performance Measures achieved per HEDIS® as defined below. This Exhibit is effective only if the PH-MCO operates a HealthChoices program in this HealthChoices zone under this Agreement in the month of December 2021. If the PH-MCO does not operate a HealthChoices program in this HealthChoices zone under this Agreement in the month of December 2021 the Department has no payment obligation under this Exhibit.

This Exhibit supplements but does not supplant Exhibits that provide for Pay for Performance (P4P) and incorporate different dates in Section II. below.

#### **I. Quality Performance Measures**

The Department selected eleven (11) HEDIS® 2021 and one (1) 2021 Pennsylvania Performance Measure (PAPM) as quality indicators (representing CY 2020 data) for the MCO P4P program. The Department chose these indicators based on an analysis of past data indicating the need for improvement across the HealthChoices Program as well as the potential to improve health care for a broad base of the HealthChoices population. The twelve (12) quality indicators are:

##### **HEDIS®**

1. Adolescent Well-Care Visits
2. Annual Dental Visit (Ages 2 – 20 years)
3. Comprehensive Diabetes Care: HbA1c Poor Control
4. Controlling High Blood Pressure
5. Prenatal Care in the First Trimester
6. Postpartum Care
7. Well-Child Visits in the First 15 Months of Life, 6 or more
8. Well Child Visits in the Third, Fourth, Fifth and Sixth Years of Life
9. Asthma Medication Ratio
10. Lead Screening in Children
11. Plan All Cause Readmissions – Count of Observed 30-Day Readmissions

##### **PAPM**

1. Developmental Screening First Three Years of Life

The MCO P4P Program measures Benchmark Performance and Improvement Performance. The PAPM measure, Developmental Screening First Three Years of Life, will be eligible for the Improvement Performance component. In addition, the Department has set a performance goal for Developmental Screening First Three Years of Life. While this measure does not have a national benchmark, the



measure value will be calculated the same as HEDIS measures in the benchmark performance, Section I. A., below.

The PH-MCO will be eligible for a Health Equity Improvement Performance payout for Prenatal Care in the First Trimester and Well-Child Visits in the First 15 Months of Life, 6 or more for their African American population. The Department will be using the PH-MCO's administrative rate for Prenatal Care in the First Trimester and Well-Child Visits in the First 15 Months of Life, 6 or more for their African American population to calculate the Improvement Performance payout.

NOTE: The MCO P4P measures are subject to change due to NCQA specifications.

NOTE: The Department intends to develop a PAPM related to the Home Visiting Program that will be added to the MCO P4P Program.

**A. Benchmark Performance:** The Department will award a Benchmark Performance payout amount for each measure in Section I. that will range from 0% up to and including 125% of the measure's value, defined as half of the PH-MCO's Maximum Program Payout amount (equivalent to 1.0% of the sum of the amounts defined in Section II. below) divided by thirteen (13) (consisting of twelve (12) quality indicators with Annual Dental Visit counted twice). The Department will make Benchmark Performance payouts for performance relative to the HEDIS® 2021(CY 2020) benchmarks, for all measures excluding Developmental Screening First Three Years of Life. A goal of 57 percent (57.00%) has been set for Developmental Screening First Three Years of Life (see Section I.A.3.) If the PH-MCO's HEDIS 2021(CY 2020) performance rate is below the 50<sup>th</sup> Percentile Benchmark, the Department will implement a 75% off-set. The Department will distribute the payouts according to the following criteria:

1. All HEDIS® Measures

- HEDIS® 2021 rate at or above the 90<sup>th</sup> percentile benchmark: 125 percent of the measure value.
- HEDIS® 2021 rate at or above the 75<sup>th</sup> percentile and below the 90<sup>th</sup> percentile benchmark: 100 percent of the measure value.
- HEDIS® 2021 rate at or above the 50<sup>th</sup> percentile and below the 75<sup>th</sup> percentile benchmark: No payout.
- HEDIS® 2021 rate below the 50<sup>th</sup> percentile benchmark: -75 percent offset

2. Annual Dental Visit Performance Only

- The Benchmark Performance measure value applicable to Annual Dental Visit Performance is equal to double the Benchmark Performance measure value (as identified in Section I.A.).

- The -50% off-set will be applied to double the Benchmark Performance measure value (as identified in Section I. A.).

3. Developmental Screening First Three Years of Life

- Performance goal at or above 57.00 percent (57.00%): 100 percent of the measure value.
- Performance goal below 57.00 percent (57.00%): No payout

**B. Benchmark Bonus Bundles:** The Department will award a Benchmark Bonus Bundle payment for two groups of measures in the current MCO P4P model. If a bundle payment is earned this payment method will apply in addition to I.A.

The first bundle is the Perinatal and Infant Bundle. The measures in this bundle are:

- Prenatal Care in the First Trimester
- Postpartum Care, and
- Well-Child Visits in the First 15 Months of Life, 6 or more

The second bundle is the Child and Adolescent Well Care Bundle. The measures in this bundle are:

- Well-Child Visits in the Third, Fourth, Fifth and Sixth Years of Life,
- Adolescent Well-Care Visits, and
- Lead Screening in Children

1. Perinatal and Infant Bundle:

- If the rate for Prenatal Care in the First Trimester, Postpartum Care and Well-Child Visits in the First 15 Months of Life, 6 or more is  $\geq 75^{\text{th}}$  percentile benchmark: 115% of the measure value payout for each measure.
- If the rate for Prenatal Care in the First Trimester, Postpartum Care and Well-Child Visits in the First 15 Months of Life, 6 or more is  $\geq 90^{\text{th}}$  percentile benchmark: 130% of the measure value payout for each measure.
- If a rate achieved is  $\geq 50^{\text{th}}$  percentile benchmark or below: No bonus payout will be issued.

NOTE: If one or more of the measures in the bundle achieves a  $\geq 75^{\text{th}}$  percentile benchmark and another measure(s) achieves a  $\geq 90^{\text{th}}$  percentile benchmark, the measure(s) that achieved the  $\geq 75^{\text{th}}$  percentile benchmark will receive 115% of the measure value payout, while the measure(s) that achieved a  $\geq 90^{\text{th}}$  percentile benchmark will receive 130% of the measure value payout.

## 2. Child and Adolescent Well Care Bundle:

- If the rate for Well-Child Visits in the Third, Fourth, Fifth and Sixth Years of Life, Adolescent Well-Care Visits and Lead Screening in Children are  $\geq 75^{\text{th}}$  percentile benchmark: 115% of the measure value payout will be issued for each measure.
- If the rate for each of the measures is  $\geq 90^{\text{th}}$  percentile benchmark: 130% of the measure value payout will be issued for each measure.
- If the rate achieved for any of the measures is  $\geq 50^{\text{th}}$  percentile benchmark or below: No bonus payout will be issued.

NOTE: If one or more of the measures in the bundle achieves a  $\geq 75^{\text{th}}$  percentile benchmark and another measure(s) achieves a  $\geq 90^{\text{th}}$  percentile benchmark, the measure (s) that achieved the  $\geq 75^{\text{th}}$  percentile benchmark will receive 115% of the measure value payout, while the other measure(s) that achieved a  $\geq 90^{\text{th}}$  percentile benchmark will receive 130% of the measure value payout.

**C. Improvement Performance:** The Department will award an Improvement Performance payout amount for each measure in Section I. that will range from 0% up to and including 100% of the measure's value, defined as half of the PH-MCO's Maximum Program Payout amount (equivalent to 1.0% of the sum of the amounts defined in Section II. below) divided by thirteen (13) (consisting of twelve (12) unique quality indicators with Annual Dental Visit counted twice).

The improvement performance payout scales will be applied contingent on benchmark percentile performance for each HEDIS 2021 measure (see Section I.C.1. and I.C.2.).

- If improvement is achieved and the benchmark performance for that measure is  $\leq 50^{\text{th}}$  percentile, Scale 1 will be applied.
- If improvement is achieved and the benchmark performance for that measure is  $> 50^{\text{th}}$  percentile and  $< 75^{\text{th}}$  percentile, Scale 1 will be applied.
- If improvement is achieved and the benchmark performance  $\geq 75^{\text{th}}$  percentile (see Section I.C.2.), Scale 2 will be applied.

Scale 2 applies to improvement performance for the PAPM Developmental Screening the First Three Years of Life. Receiving the Improvement Performance payout is not contingent on meeting the goal of 57 percent (57.00%) for Developmental Screening First Three Years of Life.

Scale 2 applies to improvement performance for the Health Equity quality measures Prenatal Care in the First Trimester and Well-Child Visits in the First 15 Months of Life, 6 or more.

### 1. Scale 1:

The Department will make Improvement Performance payouts for incremental performance improvement from the previous year rate. Incremental performance improvements are measured comparing rates from HEDIS® 2020 (CY 2019) to HEDIS® 2021 (CY 2020).

- $\geq 5$  Percentage Point Improvement: 100 percent of the measure value.
- $\geq 4$  and  $< 5$  Percentage Point Improvement: 80 percent of the measure value.
- $\geq 3$  and  $< 4$  Percentage Point Improvement: 70 percent of the measure value.
- $< 3$  Percentage Point Improvement: No payout

### 2. Scale 2:

The Department will make Improvement Performance payouts for incremental performance improvement from the previous year rate. Incremental performance improvements are measured comparing rates from HEDIS® 2020 (CY 2019) to HEDIS® 2021 (CY 2020) and PAPM 2020 (CY 2019) to PAPM 2021(CY 2020).

- $\geq 5$  Percentage Point Improvement: 100 percent of the measure value.
- $\geq 4$  and  $< 5$  Percentage Point Improvement: 100 percent of the measure value.
- $\geq 3$  and  $< 4$  Percentage Point Improvement: 100 percent of the measure value.
- $\geq 2$  and  $< 3$  Percentage Point Improvement: 85 percent of the measure value.
- $\geq 1$  and  $< 2$  Percentage Point Improvement: 75 percent of the measure value.
- $\geq 0.5$  and  $< 1$  Percentage Point Improvement: 50 percent of the measure value.
- $< 0.5$  Percentage Point Improvement: No payout.

### 3. Annual Dental Visit Performance Only

The Improvement Performance measure value available for Annual Dental Visit Performance is equal to double the Improvement Performance measure value (identified in Section I.C.).

### 4. Limitation on Payout Amounts

The total awarded payout amount to a PH-MCO, which includes Benchmark Performance (I.A.) and Improvement Performance (I.C.),

cannot exceed the Maximum Program Payout amount, as identified in Section II. below.

## **II. Payment for MCO Pay for Performance**

The Department will inform the PH-MCO of the Maximum Program Payout amount by November 30, 2021.

The Maximum Program Payout amount will be equivalent to two (2.0) percent of the sum of the amounts defined below:

Capitation Revenue - For the purpose of this Exhibit, Capitation Revenue is defined as all Capitation revenues paid or payable by the Department to the PH-MCO in accordance with this Agreement or another HealthChoices Agreement, Appendix 3b and Appendix 3f, for the program period July 2020 through June 2021 inclusive of allowance amounts for the risk sharing and risk pool arrangements. Any settlements for the risk sharing and risk pool arrangements will not be considered in the Capitation Revenue.

Maternity Care Revenue - For the purpose of this Exhibit, Maternity Care Revenue is defined as all Maternity Care payments, paid or payable by the Department to the PH-MCO in accordance with this Agreement, for the program period July 2020 through June 2021.

If the PH-MCO has purchased the assets or liabilities of a PH-MCO that previously contracted with the Department to operate a HealthChoices program in the same zone ("Previous PH-MCO"); or if the Department transferred the Members enrolled in the Previous PH-MCO, who did not make a different choice, to the current PH-MCO; then the Department will allow the PH-MCO to include Capitation Revenue and Maternity Care Revenue paid to the Previous PH-MCO for the program period July 2020 through June 2021, provided the Previous PH-MCO relinquishes any claims to payment under the terms of this Exhibit B(1 ).

Capitation Revenues or Maternity Care Revenue paid or payable by the Department can be included in only one Maximum Program Payout amount provided by the Department. Transition in HealthChoices Agreements or in PH-MCOs will not lead to double counting of any set of revenue when the Department calculates Maximum Program Payout amounts.

Per 42 C.F.R. 438.6(b)(2)(ii) –(iii), this incentive arrangement does not automatically renew and is made available to both public and private PH-MCOs under the same terms of performance.

NOTE: The Department may change the payout methodology based on reporting restrictions due to a natural disaster, pandemic or other unforeseen events. The payout methodology will be shared with the PH-MCOs prior to finalizing.

If the Department has a payment obligation to the PH-MCO pursuant to this Exhibit B(1), the Department will issue the payment by August 31, 2022. If the PH-MCO

has a payment obligation to the Department pursuant to this Exhibit B(1), the Department will reduce a subsequent payment to the PH-MCO by this amount.

## Exhibit B(2)

### **PH-MCO and BH-MCO INTEGRATED CARE PLAN (ICP) PROGRAM** **PAY FOR PERFORMANCE PROGRAM**

This Exhibit B(2) defines a potential payment obligation by the Department to the PH-MCOs for Quality Performance Measures achieved per HEDIS® and select Pennsylvania Performance Measures (PAPMs), as defined below.

This Exhibit is effective only if the PH-MCO operates a HealthChoices program in this HealthChoices zone under this Agreement in the month of December 2021. If the PH-MCO does not operate a HealthChoices program in this HealthChoices zone under this Agreement in the month of December 2021, the Department has no payment obligation under this Exhibit.

The Department will provide financial incentives to the PH-MCOs and the Behavioral Health Managed Care Organizations (BH-MCOs) for the Integrated Care Plan (ICP) Program. The Department will provide a funding pool from which dollars will be paid to the PH-MCO based on shared PH/BH-MCO performance measures outlined in this Exhibit. The Department expects this ICP Program to improve the quality of health care and reduce Medical Assistance (MA) expenditures through enhanced coordination of care between the PH-MCOs, BH-MCOs and providers.

A. **In order to be eligible for payments under the ICP**, the PH-MCO must submit Operations Report 17 for Calendar Year (CY) 2021 following the time frames outlined within the Report Description and that contains the following specific data requirements for individuals with serious persistent mental illness (SPMI).

1. **Member stratification** - Re-stratification shall be conducted on all members in the targeted SPMI population from the previous calendar year in January. New members shall have an initial stratification level established within sixty (60) days of the date of identification that a member has SPMI. The PH-MCO will report on the member ID, initial stratification level, and six (6) month re-stratification level. Members will be stratified as follows:

- a. Four (4) = high PH/high BH needs
- b. Three (3) = high PH/low BH needs
- c. Two (2) = low PH/high BH needs
- d. One (1) = low PH/low BH needs

2. **Integrated Care Plan/Member Profile** - At least **1200 members** must receive an ICP that has been used in care management activity by both the PH and BH MCO. For purposes of this requirement, the Department considers an ICP or member profile, to be the collection, integration and documentation of key physical and behavioral health information that is easily accessible in a timely manner to persons with designated access. The ICP must be reviewed and

updated at least annually. An ICP will not count towards the required amount if the member has disenrolled from the PH-MCO prior to the calendar year. An ICP will count towards the required amount if a member has an ICP and disenrolls from the PH-MCO during the calendar year.

3. **Hospitalization Notification and Coordination** - Each PH-MCO and BH-MCO will jointly share responsibility for notification of all inpatient hospital admissions and will coordinate discharge and follow-up. This includes at a minimum the individual's member identification, the date of inpatient admission and name of the acute care hospital. Additional information sharing is encouraged as appropriate per HIPAA and regulatory standards. Notification to the partner MCO of hospital admissions shall occur within one (1) business day of when the responsible MCO partner learns of the admission (e.g., if the PH-MCO knows of an admission, it will notify the BH-MCO within one (1) business day and vice versa). Each PH-MCO will attest on the Operations 17 report that 90% of the admission notifications occurred within one (1) business day of the PH-MCO learning of the admission. The PH-MCO must maintain documentation to support the attestation of 90% admissions notifications.

For CY 2021 the PH-MCO is to share the ICP with both the Member and the member's Primary Care Provider (PCP). Beginning in CY 2022 sharing the ICP with both the Member and member's PCP will become an eligibility requirement for an incentive payout. The Operations Report 17 will be reviewed to verify the accuracy of the stratification, integrated care plan and hospital notification information.

## **B. Performance Measures**

The performance measures for the 2021 ICP Program include the following:

1. Initiation and Engagement of Alcohol and Other Drug Dependence Treatment\*
  - a. Initiation rate\*
  - b. Engagement rate\*
2. Adherence to Antipsychotic Mediations for Individuals with Schizophrenia\*
3. Combined BH-PH Inpatient 30 Day Readmission Rate for Individuals with Serious Persistent Mental Illness (SPMI)\*\*
4. Emergency Department Utilization for Individuals with Serious Persistent Mental Illness (SPMI)\*\*
5. Combined BH-PH Inpatient Admission Utilization for Individuals with Serious Persistent Mental Illness (SPMI)\*\*
6. Diabetes Screening for People with Schizophrenia or Bipolar Disorder who are using Antipsychotic Medications (SSD)\*



7. Diabetes Care for People with Serious Mental Illness: Hemoglobin A1c (HbA1c) Poor Control (>9/0%) (HPCMI)\*\*
8. Cardiovascular Monitoring for People with Cardiovascular Disease and Schizophrenia (SMC)\*

NOTE: The ICP P4P measures are subject to change due to NCQA specifications.

\*NCQA HEDIS® measure    \*\* Pennsylvania Performance measure defined by EQRO

### **C. Payment for MCO Performance**

Ten million dollars (\$10M) will be allocated for the ICP Program in RY 2021 for the PH-MCO. The funding will be allocated to each PH-MCO according to its overall percent of HealthChoices member months for CY 2020.

The ICP P4P Program measures Benchmark Performance and Improvement Performance. Payments will be based on meeting a Benchmark/Goal and an incremental improvement calculated from the previous HEDIS®/PAPM 2020 (measurement year of 2019) to the current HEDIS®/PAPM 2021 (measurement year of 2020).

1. **Benchmark Performance:** The Department will make a Benchmark Performance payout for performance relative to the HEDIS® (RY) 2021 (MY 2020) benchmarks, for all measures excluding Initiation and Engagement of Alcohol and Other Drug Dependence Treatment – Engagement rate, Emergency Room Utilization for Individuals with SPMI, Combined BH-PH Inpatient 30 Day Readmission Rate for Individuals with SPMI, Combined BH-PH Inpatient Admission Utilization for Individuals with SPMI, Diabetes Screening for People with Schizophrenia or Bipolar Disorder who are using Antipsychotic Medications, Diabetes Care for People with Serious Mental Illness: Hemoglobin A1c (HbA1c) Poor Control (>9/0%), Cardiovascular Monitoring for People with Cardiovascular Disease and Schizophrenia. For Initiation and Engagement of Alcohol and Other Drug Dependence Treatment – Engagement rate, Emergency Room Utilization for Individuals with SPMI, Combined BH-PH Inpatient 30 Day Readmission Rate for Individuals with SPMI and Combined BH-PH Inpatient Admission Utilization for Individuals with SPMI a goal has been set.

A goal of 32.00% has been set for Initiation and Engagement of Alcohol and Other Drug Dependence Treatment – Engagement rate, a goal of 142.00 has been set for Emergency Department Utilization for Individuals with SPMI, a goal of 22.00 has been set for Combined BH-PH Inpatient Admission Utilization Rate for Individuals with SPMI and a goal of 15.00% has been set

for Combined BH-PH Inpatient 30 Day Readmission Rate for Individuals with SPMI.

The Department will award a Benchmark Performance payout amount for each measure that will range from 0% up to and including 125% of the measure's value, defined as half of the PH-MCO's Maximum Program Payout amount divided by eight (8) quality indicators.

The Department will distribute the payouts according to the following criteria:

- a. All HEDIS® Measures
    - HEDIS® 2021 rate at or above the 90<sup>th</sup> percentile benchmark: 125 percent of the measure value.
    - HEDIS® 2021 rate at or above the 75<sup>th</sup> percentile and below the 90<sup>th</sup> percentile benchmark: 100 percent of the measure value.
    - HEDIS® 2021 rate at or above the 50<sup>th</sup> percentile and below the 75<sup>th</sup> percentile benchmark: 75 percent of the measure value.
  - b. Emergency Department Utilization for Individuals with SPMI
    - Performance goal at or below 142.00: 100 Percent of the measure value.
    - Performance goal above 142.00: No payout.
  - c. Combined BH-PH Inpatient 30 Day Readmission Rate for Individuals with SPMI
    - Performance goal at or below 15.00%: 100 Percent of the measure value.
    - Performance goal above 15.00%: No payout.
  - d. Combined BH-PH Inpatient Admission Rate for Individuals with SPMI
    - Performance goal at or below 22.00: 100 percent of the measure value.
    - Performance goal above 22.00: No payout.
  - e. Initiation and Engagement of Alcohol and Other Drug Dependence Treatment – Engagement rate
    - Performance goal at or above 32.00%: 100 percent of the measure value.
    - Performance goal below 32.00%: No payout.
2. **Improvement Performance:** The Department will award an Improvement Performance payout amount for each measure that will range from 0% up to and including 100% of the measure's value, defined as half of the PH-MCO's Maximum Program Payout amount divided by eight (8) quality indicators.

The Improvement Performance payout scales will be applied contingent on benchmark percentile performance for each HEDIS® 2021 measure.

- If improvement is achieved and the benchmark performance for that measure is <50<sup>th</sup> percentile, Scale 1 will be applied.
- If improvement is achieved and the benchmark performance for that measure is ≥50<sup>th</sup> percentile and <75<sup>th</sup> percentile, Scale 1 will be applied.
- If improvement is achieved and the benchmark performance ≥75<sup>th</sup> percentile Scale 2 will be applied.

a. Scale 1:

The Department will make Improvement Performance payouts for incremental performance improvement from the previous year rate. Incremental performance improvements are measured comparing rates from HEDIS® (RY) 2020 (MY 2019) to HEDIS® (RY) 2021 (MY 2020).

- ≥ 5 Percentage Point Improvement: 100 percent of the measure value.
- ≥ 4 and < 5 Percentage Point Improvement: 80 percent the measure value.
- ≥ 3 and < 4 Percentage Point Improvement: 60 percent the measure value.
- ≥ 2 and < 3 Percentage Point Improvement: 40 percent the measure value.
- ≥ 1 and < 2 Percentage Point Improvement: 20 percent the measure value.
- < 1 Percentage Point Improvement: No payout.

b. Scale 2:

The Department will make Improvement Performance payouts for incremental performance improvement from the previous year rate. Incremental performance improvements are measured comparing rates from Reporting Year (RY) 2020 (MY 2019) to Reporting Year 2021 (MY 2020) and PAPM (RY) 2020 (MY 2019) to PAPM (RY) 2021 (MY 2020).

Scale 2 applies to Initiation and Engagement of Alcohol and Other Drug Dependence (Engagement rate), Emergency Department Utilization for Individuals with SPMI, Combined BH-PH Inpatient Admission Utilization Rate for Individuals with SPMI, Combined BH-PH Inpatient 30 Day Readmission Rate for Individuals with SPMI, Diabetes Screening for People with Schizophrenia or Bipolar Disorder who are using Antipsychotic Medications, Diabetes Care for People with SPMI: Hemoglobin A1c (HbA1c) Poor Control (>9.0%) and Cardiovascular Monitoring for People with Cardiovascular Disease and Schizophrenia.

- $\geq 5$  Percentage Point/Rate Improvement: 100 percent of the measure value.
- $\geq 4$  and  $< 5$  Percentage Point/Rate Improvement: 100 percent the measure value.
- $\geq 3$  and  $< 4$  Percentage Point/Rate Improvement: 100 percent the measure value.
- $\geq 2$  and  $< 3$  Percentage Point/Rate Improvement: 85 percent the measure value.
- $\geq 1$  and  $< 2$  Percentage Point/Rate Improvement: 75 percent the measure value.
- $\geq 0.5$  and  $< 1$  Percentage Point/Rate Improvement: 50 percent the measure value.
- $< 0.5$  Percentage Point Improvement: No payout.

NOTE: The payout structure is subject to change based on reporting restriction due to a natural disaster, pandemic and other unforeseen events. We will share those changes with the MCO prior to making the changes.

If the Department has a payment obligation to the PH-MCO and BH-MCO pursuant to this Exhibit B(2), the Department will issue the payment by August 31, 2022.

## **Exhibit B(3)**

### **PROVIDER PAY FOR PERFORMANCE PROGRAM**

The Provider Pay-for-Performance (Provider P4P) program described in this Exhibit B(3) is for services rendered by providers during a Calendar Year (CY) and defined in Section I below.

#### **I. Provider P4P Program Requirements**

All Provider P4P programs must target improvements in the quality of or access to health care services for HealthChoices members and must not limit the appropriate use of services by members.

- A. The PH-MCO is required to develop a Provider P4P program using the following **mandatory** twelve (12) HEDIS<sup>®</sup> Quality Measures (per HEDIS<sup>®</sup> 2021 Technical Specifications, Vol. 2), one (1) PA Performance Measures (PAPM) and one (1) Electronic Quality Measure:

#### **HEDIS<sup>®</sup>**

1. Adolescent Well-Care Visit
2. Annual Dental Visit (Age 2 – 20 Years)
  - a. Part of the incentive for the Annual Dental Visit measure must include payments to dental providers that must be based on preventive dental services. The incentives must be structured to pay defined minimal amounts to dentists for performing episodes of preventive care for new and established recipients in at least two age bands- (0-5 years and 6-20 years). The specific incentive model will be relatively uniform across the HealthChoices program. The incentive model will be determined by the Department in cooperation with all HealthChoices PH-MCOs.
3. Controlling High Blood Pressure
4. Comprehensive Diabetes Care: HbA1c Poorly Controlled (>9%)
5. Prenatal Care in the First Trimester
6. Postpartum Care
7. Well-Child Visits in the First 15 Months of Life, 6 or more
8. Well-Child Visits in the Third, Fourth, Fifth and Sixth Years of Life
9. Asthma Medication Ratio
10. Ambulatory Care – ED Visits
11. Lead Screening for Children
12. Plan All Cause Readmissions

#### **PAPM**

1. Developmental Screening in the First Three (3) Years of Life

#### **Electronic Quality Measure**

Payment for electronic submission of any mandatory measure, the Obstetrical

Needs Assessment Form (ONAF), or any Clinical Quality Measure (CQM) approved by the current CMS meaningful use electronic health record program rules. Information on these CQMs may be found at the following link: [http://cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/eCQM\\_Library.html](http://cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/eCQM_Library.html)

**NOTE: The Provider P4P program measures are subject to change due to NCQA specifications.**

- B. The PH-MCO is required to develop and submit a proposal to the Department using the Provider P4P Submission Template on DocuShare. The proposal must be reviewed by the Department prior to implementing its Provider P4P program.
- C. A PH-MCO's approved Provider P4P program will remain in effect until December 31 of each calendar year. The PH-MCO may submit one (1) revision per quarter only to the provider payout amounts for the Department's review and approval. The PH-MCO must complete and submit the Provider P4P Submission Change Form. Payout revisions must be submitted no later than close of business on the last day of each calendar quarter. No Provider P4P Change Forms will be accepted in the fourth quarter. No other revisions to the Provider P4P program will be accepted.
- D. The PH-MCO must provide a quarterly analysis of its approved Provider P4P program through updates at the Quarterly Quality Review Meetings (QQR).
- E. The PH-MCO must annually evaluate and provide an analysis to the Department of the effectiveness of its approved Provider P4P.
- F. The Department may request that PH-MCOs share Provider P4P program findings with other HealthChoices PH-MCOs to identify best practices and improve the overall HealthChoices Program.

## **II. Payments to the PH-MCO**

- A. The Department will make payments for Provider P4P based on a per member per month (PMPM) rate, noted in Appendix 3f. The Provider P4P payments are part of the monthly capitation process, as identified in Appendix 3b. Coverage for Members in a freestanding IMD is specified in Section VII. E. 13.
  - 1. If the PH-MCO has unspent Provider P4P funds, as determined by the Department, upon receipt and review of Report #40, the Department may reduce a future payment to the PH-MCO by the unspent amount or the

Department may direct unspent Provider P4P funds provided to the PH-MCO per this Exhibit for the current or a prior program year.

2. If at any time the Department determines Provider P4P funds were not disbursed in accordance with the approved Provider P4P plan, upon advanced written notice to the PH-MCO, the Department may elect to reduce a future payment to the PH-MCO by the amount identified.
- B. Payments made to the PH-MCO under the Provider P4P program are intended to fund all mandatory measures

### **III. Payments to Providers**

- A. All Provider P4P funds received from the Department for this HealthChoices Agreement should be paid to network providers in accordance with the approved Provider P4P program above.
- B. The PH-MCO is required to develop and maintain a separate accounting process of the receipts and disbursements of all Provider P4P funds. The PH-MCO must be able to separately identify and track each payment to a provider for each specific mandatory HEDIS® Quality Measure identified in the Provider P4P program.
- C. Each PH-MCO may determine the frequency of issuing payments to its providers. However, the Department recommends, at a minimum, quarterly payouts. The PH-MCO must issue Provider P4P payments to its providers for services rendered under approved terms of this Exhibit B(3) to be paid out in full no later than June 30 of the subsequent calendar year.

### **IV. Reporting**

- A. Clinical Reporting  
The PH-MCO is required to meet the Department's reporting requirements for the submissions of quarterly analyses of its approved Provider P4P Program through updates at the QQRMs and an annual analysis of the effectiveness of its approved Provider P4P program.
- B. Financial Reporting  
Expenditures for this program are reported on annual Report #40 as required by the annual Financial Reporting Requirements. Reported disbursements should only reflect disbursements for the specified program year.

## **V. Clinical Review**

The Department may choose to perform a clinical review of the Provider Pay-for-Performance program. The PH-MCO must reasonably cooperate with Department staff during the clinical review process.



## **Exhibit B(4)**

### **HOSPITAL QUALITY INCENTIVE PROGRAM (HQIP)**

The Department is administering a HQIP. This program is designed to incentivize acute care general hospitals, and potentially other hospitals, enrolled in HealthChoices to improve the quality of healthcare services. The Department developed this initiative as part of its commitment to promote cost-effective, quality healthcare through an outcome and value-based payment structure. The Department makes an annual determination of Hospital Quality measures.

The Department will measure performance by hospital statewide across HealthChoices. The performance measurements will not be PH-MCO specific. The Department will make one HQIP payment to the PH-MCO on or before October 31, 2021 per this Agreement if the PH-MCO is responsible to operate a HealthChoices program per this Agreement on October 1, 2021, respectively.

The Department's obligation for this program across all PH-MCOs that are responsible to operate a HealthChoices program in any or all zones on October 1, 2021, is \$80 million for the 2020 performance year. The Department will divide the \$80 million, respectively, across all PH-MCOs participating in HealthChoices in any or all zones based on each PH-MCO's monthly enrollment, as determined by the Department.

The Department will calculate the HQIP payments by hospital and will provide a schedule of HQIP payment(s) and instructions to each PH-MCO. The PH-MCO will make HQIP payments to hospitals per the instructions within ten business days of the later of the receipt of this payment or the PH-MCO's receipt of payment instructions from the Department. The PH-MCO will not be required to make HQIP payments that exceed, in total, the amount paid by the Department for this purpose.

The Department will continue this HQIP for subsequent calendar years' performance. The Department will share hospital quality data prepared per this program with all PH-MCOs.

## **Exhibit B(5)**

### **COMMUNITY BASED CARE MANAGEMENT PROGRAM**

The Community Based Care Management (CBCM) Program requirements described in this Exhibit B(5) are for care rendered during a CY and defined in the PH-MCO specific CBCM Program approved by the Department. The PH-MCO shall submit CBCM proposals that increase the partnership with Community-Based Organizations (CBOs), encourage the use of preventive services, mitigate Social Determinates of Health barriers, reduce healthcare disparities and improve maternal and child health. The PH-MCO may submit proposals that include collaborations with Behavioral Health Primary Contractors and BH-MCOs.

#### **I. CBCM Program Requirements**

- A.** The PH-MCO must propose CBCM activities and funding focused on partnerships with CBOs and providers, integrating a holistic approach to patient care and education to:

1. Assess, refer and mitigate Social Determinants of Health;
2. Promote maternal, infant and early childhood assessment, education and referral including expansion and capacity building of existing home visiting programs;
3. Localize efforts to promote health education and wellness and encourage the use of preventive health services;
4. Promote education on the appropriate management of chronic health conditions;
5. Enhance behavioral and physical health coordination of services; and
6. Reduce healthcare disparities.

**The PH-MCO shall only use funding for CBCM services that have been approved by the Department in writing.**

- B.** The PH-MCO must implement a minimum of one rapid cycle quality improvement pilot program per year. To qualify as a rapid cycle quality improvement program, the PH-MCO must make and test changes over a period of three months or less. The PH-MCO must implement at least one rapid cycle quality improvement pilot program by the end of the second calendar quarter. If a rapid cycle quality improvement pilot program is demonstrating success, the PH-MCO must progressively expand the program.

- C.** The PH-MCO must include in it CBCM agreements with CBOs and providers the requirements that:

1. Interventions conducted are carried out by appropriately trained/qualified personnel.
2. CBOs and providers participate in collaborative learning sessions.

3. CBOs and providers have systems to document services and interventions provided to Members and communities. Where feasible, systems include the use of electronic health records.
  4. CBOs and providers must exchange program and outcome data with the PH-MCO.
- D.** If the PH-MCO does business in multiple HealthChoices Zones, the PH-MCO may allocate CBCM Program funds across any Zone in which it provides Physical Health HealthChoices services.
- E.** The PH-MCO shall develop and submit a proposal to the Department prior to implementing its 2021 CBCM Program, which may include multiple programs for use of the CBCM funds. If multiple programs are identified, each one must follow the requirements below. Proposals are due no later than **October 1, 2020** and must be submitted to the appropriate folder in DocuShare using the CBCM Proposal template. The PH-MCO must include in each CBCM proposal:
1. A program description that lists targeted CBOs and providers, a twelve- month budget and operations timeline that outlines the startup of the program from January 1, 2021 through December 31, 2021.
  2. For rapid cycle quality improvement pilot programs, the budget for the pilot phase of the program. If the program is expanded, a revised budget for the expanded program must be submitted.
  3. Clearly defined goals, objectives and outcome measures that include benchmarks for success.
  4. An outline of interventions performed for each of the targeted CBOs and providers that increases face to face interactions with recipients in clinical and non-clinical settings for the purposes of assessment, education, and/or referral.
  5. Outline of payment mechanisms and time frames to providers for CBCM.
- F.** A PH-MCO's approved CBCM program will remain in effect until December 31 of each calendar year. The PH-MCO may only submit one revision per quarter no later than the last business day of each calendar quarter for the Department's review and approval. The PH-MCO must complete and submit the CBCM Proposal Change Form, that is available on DocuShare. The Department will not accept changes for the fourth calendar quarter.
- G.** The PH-MCO must implement an evidenced informed, outcomes-based home visit program as per Exhibit B(5)A. PH-MCOs should , where feasible, contract with existing home visiting providers.

## **II. Payments to the PH-MCO**

- A.** The Department will make payments for CBCM based on a per member per month (PMPM) rate. The Department will not include in the CBCM PMPM those Members that have been determined by the Department to have coverage in an IMD as referenced in Section VII. E. 13.
1. Determined by the Department, if the PH-MCO has unspent CBCM funds as of June 30 of the subsequent calendar year, the Department may reduce a future payment to the PH-MCO by the unspent amount or may direct unspent CBCM funds to be used for the current or a prior program year. The PH-MCO must use CBCM funds only to support of a program to improve access to care or quality outcomes for Members.
  2. If the Department determines CBCM funds were not expended in accordance with the approved PH-MCO CBCM plan, upon advanced written notice to the PH-MCO, the Department may elect to reduce a future payment to the PH-MCO by the amount identified.
  3. The Department will not reimburse the PH-MCO for CBCM related expenses in excess of payments made by the Department. Any excess related expenses would be the PH-MCO's responsibility.

### **III. Payments to Providers**

The PH-MCO must make payment to CBOs and providers within the approved time period for the approved CBCM program, as identified above.

### **IV. Reporting**

#### **A. Clinical Reporting**

1. The PH-MCO must submit an analysis of their Comprehensive Care Management in addition to submitting a sub-analysis of the CBCM program, which details each CBO and provider involved as well as the CBCM interventions utilized during Member interactions.
2. The PH-MCO shall report on the clinical and financial outcomes of the program, including return on investment (ROI).

#### **B. Financial Reporting**

The PH-MCO must submit the financial report in a format approved by the Department. The final annual financial report is due by June 30 of the subsequent calendar year. If requested by the Department, the PH-MCO must submit additional financial reports in the format and by the date requested.

## **Exhibit B(5a)**

### **HOME VISITING PROGRAM**

The Home Visiting Program requirements described in this Exhibit B(5a) are for maternal and infant care coordination activities rendered during a CY and defined in the PH-MCO specific Home Visiting Program approved by the Department per Section II below. Proposals submitted for the Home Visiting program must encourage the use of preventive services, identify and resolve barriers to care, and mitigate social determinants of health barriers.

#### **I. Home Visiting Program Requirements and Goals**

- A.** The PH-MCO must implement a home visiting program that is available to all first-time parents and parents/caregivers of children who have been identified as having additional risk factors which may include social, clinical, racial, economic or environmental factors. The home visiting program is also available to any infant and the infant's parent/caregiver who requests home visiting services. Services must be available from the prenatal period through the child's first 18 months of life.
- B.** The home visiting program must be designed to provide support to parents/caregivers, children, and families. The program must be individualized, strengths-based and family-focused to ensure that all needs are addressed, and families are active partners in their care.
- C.** Home visiting activities must be primarily be focused on:
  - 1. Maternal and Infant Health promotion and prevention
  - 2. Parent/caregiver education and support
  - 3. Healthy child development
  - 4. Child safety (Infant sleep safety, car seat safety, crib and changing table safety, environmental lead, accident prevention, environmental safety, etc.)
  - 5. Identification and mitigation of social determinants of health (SDOH)
  - 6. Increasing screenings and referrals to community resources for SDOH (food insecurity, health care access/affordability, housing, education transportation, childcare, employment, utilities, clothing, financial strain)
  - 7. Prevention of intimate partner violence
  - 8. Reducing disparities in perinatal health
  - 9. Strengthening family economic self-sufficiency
  - 10. Family planning, which includes access to counseling for available contraceptive options, childbirth-spacing education, and support to attain contraceptives if requested by mother
  - 11. Increasing postpartum health care visits
  - 12. Increasing screenings for Maternal/Caregiver depression and anxiety
  - 13. Increasing screenings for substance use disorder (SUD)

14. Increasing follow up care on positive postpartum depression screenings and/or other behavioral healthcare needs
  15. Increasing rates of well-child visits and follow up on Early and Periodic Screening, Diagnostic and Treatment (EPSDT) appointments
  16. Increasing plans of safe care for all infants born affected by substance abuse, NAS and FASD.
- D.** The objective of the Home Visiting program is to improve maternal and infant health outcomes and reduce maternal and infant morbidity and mortality, especially in individuals identified to be at risk.
- E.** Home Visiting programs will include licensed and/or non-licensed staff with an emphasis on expanding the use of non-licensed providers.
1. Home visitors must meet the requirements of nationally recognized home visiting programs. Home visitors must be provided initial and ongoing training, supervision and professional development. High-quality supervision, including reflective supervision, must be implemented for all home visitors.
  2. The home visitor must have knowledge about resources in the family's community and be able to link the family to needed services and local health care organizations.
- F.** The PH-MCO maternity case manager must offer to initiate a warm handoff to a home visiting vendor or to the PH-MCO internal Home Visiting program.
- G.** Families who decline home visiting services at initial outreach must receive follow up outreaches by the PH-MCO to the parent/caregiver every 90 days until the child has reached age 18 months to ensure the family does not need home visiting support. The PH-MCO must reach out to parents/caregivers who did not participate in the PH-MCO's Maternity Care Management program to inform and offer the Home Visiting program.
- H.** If the family has risks identified that are already being met by an evidence-based home visiting program, the PH-MCO case manager will follow up with the evidence-based program with the caregiver/parental consent to avoid duplication of services and to ensure that there are no unmet needs.
- I.** The PH-MCO must educate their network providers on their Home Visiting program and services offered.
- J.** The PH-MCO maternity case manager must discuss and offer home visiting services to the parent/caregiver during the first postpartum contact. Home visiting services must be initiated, either by a home visiting vendor or the PH-MCO Home Visiting program, as soon as the parent/caregiver agrees to the first visit, but no more than fourteen (14) calendar days after first contact. If services cannot be provided during this time frame, the member must be

- contacted by the PH-MCO case manager to assess and address any immediate needs and refer to needed resources or services.
- K.** Home visiting services must be delivered appropriate to the family's level of knowledge and must be culturally and linguistically competent. Bilingual services must be provided or arranged for when necessary and any health care records must be accessible in the beneficiary's primary language. There must be no barriers to services for families with limited English proficiency, partial/full vision and/or auditory loss. Necessary supportive aids and services, such as sign language, interpretation, translation, and alternative formats must be available to beneficiaries.
  - L.** All first-time parents, parents/caregivers of children who have been identified as having additional risk factors, any infant and the infant's parent/caregiver who requests home visiting services are to be offered home visits. The time and location of the visit must be scheduled to accommodate the parent/caregiver. Visits should be at the home unless the parent/caregiver requests services at another location frequented by the parent/caregiver or if the parent/caregiver requests a telemedicine visit as per N below.
  - M.** All postpartum visits must include the parent/caregiver and child as appropriate. Health promotion must begin at the first visit. Services will be individualized and will focus on the parent/caregiver-child dyad and family supports. The needs and risks identified in the family's plan of care must be addressed at every visit. Subsequent home visits must be tailored to the family and must follow the objectives, interventions and goals outlined in the plan of care.
  - N.** In-person home visits are preferred but the use of telemedicine visits are allowed in situations where in-person visits are not possible, such as during a public health emergency. Telemedicine visits must provide the same level of care and achieve the same outcomes as an in-person home visit. Telephone calls are acceptable in situations where the family does not possess or have access to video technology. Text messages may be used to provide supplemental communication between visits but are not considered a telemedicine visit. The PH-MCO or contracted Home Visiting agency must obtain and document informed consent for the use of telemedicine technology for the initial telemedicine visit.
  - O.** The PH-MCO or the contracted Home Visiting agency must work to identify the family's risks and needs and provide referrals to needed resources and services. Parental/caregiver, infant and family risk levels must be assigned based on the needs and risk assessments. The duration and frequency of Home Visiting services and referrals will be managed according to risk level.
  - P.** The PH-MCO or contracted Home Visiting agency must follow-up with all provided referrals to ensure risks and needs are addressed. All families must receive information on child development, well child visits/EPSDT screenings and their importance, lead exposure during pregnancy through infancy and

during childhood, infant safety, safe sleep practices, family planning, positive parenting techniques, health promotion, preventative health care and decision making around accessing safe child care, if needed. Families must also be offered a referral to Women Infants and Children (WIC) services if they are not already involved. Referrals must be made to Early Intervention Services as appropriate.

- Q.** The home visitor must complete maternal, infant and family needs and risk assessments starting at the first visit. The home visitor must evaluate the home and environment during the first visit to ensure there are no safety concerns that need addressed. The PH-MCO maternity case manager must coordinate with the home visitor to develop a parent/caregiver, infant, and family focused plan of care based on the home visitor's assessment. The plan of care addresses the family's needs, applies the family's strengths and is outcome focused. The plan of care includes family-specific objectives, interventions and goals based on identified needs and risks. If any safety concerns are identified for the parent/caregiver or child, a safety plan must be included.
- R.** The PH-MCO maternity case manager must monitor the plan of care implementation throughout the Home Visiting program duration and ensure all needs are met and referrals are followed up and completed.
- S.** The Maternal Needs and Risk Assessment must include at a minimum the following: demographic information, pregnancy health history, chronic disease health history, other health history (sexually transmitted infections, prescription drugs, oral health), family planning, prenatal care, nutrition, breastfeeding, tobacco, alcohol and drug use, stressors, social support, mental health (depression, anxiety), intimate partner violence and social determinants of health (food insecurity, health care access/affordability, housing, education, transportation, childcare, employment, utilities, clothing, financial strain), and parenting.
- T.** Infant Needs and Risk Assessment must include at a minimum the following: infant and caregiver demographics, parental family planning, parental/caregiver tobacco, alcohol and drug use, parental/caregiver stress, parental/caregiver mental health (depression, anxiety), intimate partner violence, social determinants of health (food insecurity, health care/medical access/affordability, housing, education, transportation, childcare, employment, utilities, clothing, financial strain), infant family support, parenting and childcare, infant birth health status, infant health care, infant safety, safe sleep practices, infant feeding and nutrition, infant development and infant needs (clothing, car seat, crib, diapers, formula, etc.).

For families of multiples (for example: twins, triplets), an Infant Needs and Risk Assessment must be completed for each infant.

- U.** The following domains must be addressed in assessments for all families:



Socio-Economic Status: Examples of factors that indicate risks under this domain include family living below the poverty level, parent/caregiver employment status, highest education level attained by parent/caregiver, age of parent/caregiver, family participation in assistance benefits (SSI, Cash assistance, SNAP, WIC, etc.) and current or past food insecurity.

Substance Use: Examples of factors that indicate risks under this domain include parent/caregiver/household member current opioid prescription, current or past substance abuse treatment, history of impaired driving, history of opioid overdose hospitalization, substance use disorder, binge alcohol use, marijuana use, illicit drug use, pain medication use, maternal smoking during pregnancy and child born with neonatal abstinence syndrome.

Perinatal and Child Health Outcomes: Examples of factors that indicate risks under this domain include mother's utilization of adequate and timely prenatal care, was the mother counseled about family planning options, is the mother breastfeeding, current or past maternal postpartum depression, infant preterm birth, low birth weight, NICU admission and status of well child visit utilization.

Child Maltreatment: Examples of factors that indicate risks under this domain include reported child abuse and neglect, substantiated child abuse and neglect, current or past child maltreatment and current or past intimate partner violence for parent/caregiver/household member.

Environment and Community: Examples of factors that indicate risks under this domain include family access to SNAP and WIC authorized stores, adequate access to affordable health care, does the family feel safe in their neighborhood, lead, air and/or water pollution concerns in the home environment, family access to transportation, adequate housing, family sharing the home with others, and current or recent homelessness.

Child Care: Examples of factors that indicate risks under this domain include family access to affordable and quality child care.

**Note:** The Office of Child Development and Early Learning (OCDEL) funded Evidence-based home visiting programs use Maternal Infant Early Childhood Home Visiting (MIECHV) approved screening tools for Intimate Partner Violence, Parent-Child Interaction, Depression and Child Development. A list of the screening tools will be made available to the PH-MCOs via DocuShare.

**V. The Home Visiting program must minimally address the following:**

1. Maternal Physical Assessment
2. Infant Physical Assessment
3. Maternal Depression and Anxiety Screening
4. Childbirth Preparation including obtaining prenatal care if needed
5. Substance Use Assessment and Referral (Drug, Opioid and Alcohol)

6. Tobacco Use Assessment
7. Lactation Care
8. Parent/Caregiver-Infant Care and interaction
9. Well Child Screening and Visits Assessment
10. Family Planning
11. Home Assessment
12. Intimate Partner/Interpersonal Violence Risk Assessment
13. Parent/Caregiver Skills Education
14. Positive Parenting Practices
15. Nutrition Counseling
16. Physical recovery from birth
17. Chronic disease management
18. Health promotion
19. Postpartum health
20. Safe Sleep practices
21. Assessment and Development of Home Visiting Plan
22. Social Determinants of Health (food insecurity, health care access/affordability, housing, education, transportation, childcare, employment, utilities, clothing, financial strain)
23. Referral to support programs (Home visiting Programs, Health coverage, SNAP, housing, employment, transportation, WIC)
24. Child Safety Education
25. Child Development Screening
26. Age Appropriate Immunizations
27. EPSDT scheduling and education
28. Early language and literacy activities
29. Maternal and Infant Lead Screening and education

## II. Reporting

- A. The PH-MCO is required to develop and submit a proposal to the Department prior to implementing its Home Visiting Program. The Home Visiting Program may include multiple programs. If multiple programs are identified, each one must follow the requirements below. Proposals are due no later than **October 1, 2020** and must be submitted to the appropriate folder in DocuShare using the Home Visiting Program proposal template. Each Home Visiting Program proposal must include:
  1. An initial Home Visiting program description that lists targeted providers/organizations, a twelve (12) month budget, and operations timeline that outlines the startup of the program from January 1, 2021 through December 31, 2021.
  2. The targeted providers/organizations involved with the Home Visiting program. The PH-MCO will be responsible for reporting the targeted providers/organizations, targeted recipients, and define the financial spending for each arrangement.

3. Clearly defined goals, objectives and outcome measures that include benchmarks for success.
  4. An outline of interventions that the Home Visiting worker will be performing for each of the targeted providers.
  5. Outline payment mechanisms and time frames to providers for Home Visiting.
  6. Program Budget, which should include the payment terms.
- B. The PH-MCO must submit an analysis of their Home Visiting program. This analysis must be submitted as part of Operations Report #15 to the Department on the scheduled reporting due date(s).

### **III. Clinical Review**

- A. The Department may choose to perform a review of the Home Visiting program. The PH-MCO must reasonably cooperate with Department staff during the review process.

## **Exhibit B(6)**

### **MEDICATION ADHERENCE PAY-FOR-PERFORMANCE**

This Exhibit is effective January 1, 2020.

This Exhibit B(6) defines a potential payment obligation by the Department to the PH-MCO for managing Members with a diagnosis of Hepatitis C to cure through adherence to their medication regimen as verified through point of sale claims for Hepatitis C medication dispensed and by the Member's subsequent laboratory test post medication regimen for viral load.

The Department will make a one-time payment in the amount of \$1,000 to the PH-MCO for each Member with a diagnosis of Hepatitis C that has received Hepatitis C medication(s), as identified on the Department's Specialty Drug List, within the given calendar year and received a subsequent laboratory test that confirms the Member has achieved cure. Example: A Member's last Hepatitis C medication was dispensed on October 1, 2020 and a Sustained Viral Response (SVR) was administered on February 15, 2021 with cure. The Member will be considered for the second semi-annual period.

A Member who completed their Hepatitis C medication regimen on or after July 1, 2019 and has achieved cure between January 1, 2020 and July 31, 2020 as documented on a subsequent laboratory test will be subject to inclusion for the first semi-annual period if the SVR was not included in the CY 2019 Appendix 5 Quality Risk Pool. The Department will not allow inclusion of an SVR dated prior to January 1, 2020 in this Pay-for-Performance arrangement.

The Department will verify eligible Members for this incentive payment through encounter data for pharmacy services that have dates of service during the given calendar year and for which the PH-MCO submits an SVR that confirms the Member achieved cure. The PH-MCO will notify the Department of SVRs it has obtained that document undetectable Hepatitis C Ribonucleic Acid (RNA) twelve to twenty-four weeks following completion of the medication therapy. The Department will not utilize an SVR if it utilized an SVR for the same Member that is dated less than 24 months prior, or if the MCO has not followed procedures specified by the Department.

The Department will accept an SVR from the PH-MCO if at least one of the following criteria is met, along with other requirements:

- A. The PH-MCO has paid for a Hepatitis C drug for the recipient during the given calendar year; OR
- B. The recipient is currently enrolled with the PH-MCO.

If the Member changes PH-MCOs during the course of medication therapy, the Department will make a proportional payment to the PH-MCO for a Member that has switched prior to receiving the SVR confirming cure. If the PH-MCO did not make a payment for any days of the medication regimen received by the switching Member, the one-time payment will be multiplied by 10 percent (10.0%); If the PH-MCO paid for 1 to 30 days of the medication regimen received by the switching Member, the one-time payment will be multiplied by 50

percent (50.0%); If the PH-MCO paid for 31 days or more of medication regimen received by the switching Member, the PH-MCO will receive the one-time payment in full. The difference between the one-time payment less the proportional payment, will be paid to the PH-MCO from which the Member switched.

The Department will process one payment to the PH-MCO for each semi-annual period for the given calendar year. Each payment will total the sum of the one-time payments earned plus any proportional payments earned by the PH-MCO during that period. The Department will determine the inclusion of Members in each semi-annual period based on the date of service for that Member's last Hepatitis C medication claim as identified through encounter data. The Department will not process each semi-annual payment until, at the earliest, nine months after the end of the semi-annual period. Members that have been determined cured will be included in only one of the two semi-annual periods during the given calendar year.

If the PH-MCO has purchased the assets or liabilities of a PH-MCO that previously had an Agreement with the Department to operate a HealthChoices program ("Previous PH-MCO"); or if the Department transferred the Members enrolled in the Previous PH-MCO, who did not make a different choice, to the current PH-MCO; then the Department will include claims paid by the Previous PH-MCO.

## **EXHIBIT B(7)**

### **MATERNITY CARE BUNDELED PAYMENT**

1. Maternity Care Bundle: As part of VBP, the MCO must utilize a Maternity Care Bundled Payment for Network Providers that elect to take part in the model, use a maternity care team, and have at least twenty (20) births annually attributed to the maternity care team. An MCO utilizing a Maternity Care Bundled Payment must require that the Network Provider use a maternity care team that:
  - a. Includes at least one (1) clinician (physician, CRNP, CNW, or other) who is qualified and licensed to provide prenatal care to pregnant women.
  - b. Includes at least one (1) clinician (physician, CRNP, CNW, or other) who is qualified and licensed to assist in vaginal delivery of babies.
  - c. Includes at least one (1) clinician (physician, CRNP, CNW, or other) who is qualified and licensed to provide newborn services.
  - d. Provides access to at least one (1) physician who is qualified to treat women with high-risk pregnancies, to treat complications experienced during pregnancy or childbirth, and to perform cesarean sections.
  - e. Provides access to at least one (1) hospital that has the capability to perform cesarean sections and treat common complications of labor and delivery.
  - f. Provides access to at least one (1) physician practice, hospital, clinical laboratory, or other entity that has the ability to perform laboratory tests or imaging studies needed as part of prenatal care, labor and delivery, and postpartum care.
  - g. Includes at least one (1) individual, such as a doula, community health worker, social worker, or peer recovery specialist, to coordinate the care of the pregnant woman to address other needs, including behavioral health, substance use disorder, and Social Determinants of Health.
2. Payment to the Maternity Care Team: The target price of the bundle shall be prospectively developed with the maternity care team. The MCO shall pay the maternity care team the applicable fee-for-service payments and perform a retrospective review to compare the fee-for-service payments to the target price. If the fee-for-service payments made for the services included in the bundle are less than the target price, the MCO shall include the difference in a pool of shared savings. On an annual basis, the MCO shall determine the amount of shared savings to be paid to a Network Provider using a maternity care team as specified in section 9.

The MCO must base the prospectively developed target price on:

- a. The trimester in which the pregnant woman engaged in care;
- b. Historical spending, with factors taken into consideration that reflect patient acuity;

- c. Blended regional prices of vaginal births, cesarean section rates, including prenatal, postpartum, and newborn services for up to sixty (60) days postpartum, with a proportion of cesarean sections set for 2021 at:
    - i. 27.25% cesarean sections in the Southeast and Southwest Zone
    - ii. 29.25% cesarean sections in the Lehigh/Capital Zone
    - iii. 30.75% cesarean sections in the Northeast Zone
    - iv. 31.50% cesarean sections in the Northwest zone
3. Services included in the bundle: The MCO must develop a target payment that includes all services provided during pregnancy episode: prenatal care, labor and delivery, care coordination services, and up to sixty (60) days postpartum for the mother and newborn, other than contraceptive care.
4. Services excluded from the bundle: Contraceptive care, including placement of long-acting reversible contraception.
5. Pregnancies excluded from the bundle: Non-singleton pregnancies.
6. Stop loss mechanism: If the cost of the maternity care episode (including services provided during pregnancy, labor and delivery, and postpartum) for a member exceeds 300% of the target price of the maternity care bundle, then no costs over 300% of the target price of the bundle will be attributed to the Maternity Care Team.
7. Quality Measures: The MCO shall use the following quality measures to determine its incentive payments:
  - a. Social Determinants of Health Screening: One Social Determinants of Health screening during the episode duration with G9919 or G9920 Procedure Code claims, including ICD-10 Z-codes when relevant those determinant areas as defined by Social Determinants Health.
  - b. Initiation of Alcohol and Other Drug Abuse or Dependence Treatment (HEDIS®)
  - c. Timeliness of Prenatal Care (HEDIS®)
  - d. Postpartum Care (HEDIS®)
  - e. Prenatal Depression Screening and Follow Up (HEDIS®)
  - f. Postpartum Depression Screening and Follow Up (HEDIS®)
  - g. Prenatal immunization status (HEDIS®)
  - h. Well child visits (Modified HEDIS®): Children who receive two (2) or more well-child visits with a primary care physician within the first sixty (60) days after birth.
8. Scoring of Quality Measures: Point totals for each quality measures are listed below. Virtual or telehealth visits should count for calculation of quality scores.
  - a. Social Determinants of Health

- i. 0.5 points for screening 50% of Members
  - ii. 1 point for screening 75% of Members
  - iii. 1.5 points for screening 90% of Members
- b. Initiation of Alcohol and Other Drug Abuse or Dependence Treatment (HEDIS®)
  - i. 0.5 points for reaching NCQA 50<sup>th</sup> percentile
  - ii. 1 point for reaching NCQA 75<sup>th</sup> percentile
  - iii. 1.5 points for reaching NCQA 90<sup>th</sup> percentile
- c. Timeliness of Prenatal Care (HEDIS®):
  - i. 0.5 points for reaching NCQA 50<sup>th</sup> percentile
  - ii. 1 point for reaching NCQA 75<sup>th</sup> percentile
  - iii. 1.5 points for reaching NCQA 90<sup>th</sup> percentile
- d. Postpartum Care (HEDIS®):
  - i. 0.5 points for reaching NCQA 50<sup>th</sup> percentile
  - ii. 1 point for reaching NCQA 75<sup>th</sup> percentile
  - iii. 1.5 points for reaching NCQA 90<sup>th</sup> percentile
- e. Prenatal depression screening and follow up (HEDIS®):
  - i. 0.5 points for reaching NCQA 50<sup>th</sup> percentile
  - ii. 1 point for reaching NCQA 75<sup>th</sup> percentile
  - iii. 1.5 points for reaching NCQA 90<sup>th</sup> percentile
- f. Postpartum depression screening and follow up (HEDIS®):
  - i. 0.5 points for reaching NCQA 50<sup>th</sup> percentile
  - ii. 1 point for reaching NCQA 75<sup>th</sup> percentile
  - iii. 1.5 points for reaching NCQA 90<sup>th</sup> percentile
- g. Prenatal immunization status (HEDIS®):
  - i. 0.5 points for reaching NCQA 50<sup>th</sup> percentile
  - ii. 1 point for reaching NCQA 75<sup>th</sup> percentile
  - iii. 1.5 points for reaching NCQA 90<sup>th</sup> percentile
- h. Well child visits (Modified HEDIS®): Benchmarks are based on HEDIS® W15, two (2) visits in the first fifteen (15) months of life (even though the quality measurement in the bundle is in first sixty (60) days of life)
  - i. 0.5 points for reaching NCQA 50<sup>th</sup> percentile
  - ii. 1 point for reaching NCQA 75<sup>th</sup> percentile
  - iii. 1.5 points for reaching NCQA 90<sup>th</sup> percentile
- i. Health Equity score:
  - i. 0.5 points for reaching NCQA 75<sup>th</sup> percentile for four (4) out of the seven (7) HEDIS® measures within the Black/ African American community



- ii. 1 point for reaching NCQA 75<sup>th</sup> percentile for five (5) out of the seven (7) HEDIS<sup>®</sup> measures within the Black/ African American community
  - iii. 1.5 points for reaching NCQA 75<sup>th</sup> percentile for six (6) out of the seven (7) HEDIS<sup>®</sup> measures within the Black/ African American community
- 9. Shared Savings Incentive Payment: The MCO pay eligible Network Providers the following percentage of shared savings based on the Network Provider's performance:
  - a. (0-2 points): 0% of shared savings
  - b. (2.5-3.0 points): 25% of shared savings
  - c. (3.5-5.5 points): 50% of shared savings
  - d. (6-8 points): 75% of shared savings
  - e. (8.5-13.5 points): 100% of shared savings
- 10. Incentive Payment Attestation. The MCO shall make a shared savings incentive payment to Network Providers using a maternity care team contingent upon submission of an attestation of the maternity care team receiving the payment that no less than 80% of the reward payment will be dispersed to the maternity care team or distributed to the maternity care staff who cared for the Member, and that no more than 20% of those funds will be used for general administrative purposes.
- 11. Quality measures that will be reported to DHS by MCOs: This is the list of measures that MCOs will report to the Department. In the usual operations memo, the Department will fully define the quality measure set.
  - a. Severe Maternal Morbidity rate by race and ethnicity (+AIM<sup>®</sup>):
  - b. Cardiovascular: Evidence of meeting The Joint Commission standards for perinatal safety.
  - c. Obstetrical Needs Assessment Form (ONAF) screening: Number of completed forms turned in
  - d. Postpartum care 7-84 day follow-up (modified HEDIS<sup>®</sup>) also including maternal home visiting and telehealth visits in the numerator.
  - e. Prenatal Care Screening (AHRQ)
  - f. C-section: Nulliparous women with a term, singleton baby in vertex position delivered by C-section.
  - g. Vaginal Birth After C-section
  - h. Early Elective Deliveries (NQF #0469, The Joint Commission)
  - i. Birth outcomes: Birth weight and length of stay of the neonate.

## **EXHIBIT D**

### **STANDARD TERMS AND CONDITIONS FOR SERVICES**

#### **1. TERM OF GRANT**

The term of the Agreement shall commence on the Effective Date and shall end on the Expiration Date identified in the Agreement, subject to the other provisions of the Agreement. The Agreement shall not be a legally binding Agreement until fully executed by the PH-MCO and by the Commonwealth and all approvals required by Commonwealth and federal procurement procedures have been obtained. No agency employee has the authority to verbally direct the commencement of any work under this Agreement. The Commonwealth may, upon notice to the PH-MCO, extend the term of the Agreement for up to three (3) months upon the same terms and conditions, which will be utilized to prevent a lapse in Agreement coverage and only for the time necessary, up to three (3) months, to enter into a new Agreement.

#### **2. COMPLIANCE WITH LAW**

The PH-MCO shall comply with all applicable federal and state laws, regulations and policies and local ordinances in the performance of the Agreement. If existing laws, regulations or policies are changed or if any new law, regulation or policy is enacted that affects the services provided under this Agreement, the Parties may modify this Agreement as may be reasonably necessary.

#### **3. ENVIRONMENTAL PROVISIONS**

In the performance of the Agreement, the PH-MCO shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the Clean Streams Law, Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. § 691.601 et seq; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 et seq; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693. .

#### **4. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT**

Except as waived in writing by the Department of General Services, any products that are provided to the Commonwealth as a part of the performance of the Agreement must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### **5. COMPENSATION/EXPENSES**

The PH-MCO shall perform the specified services at the prices provided for in the Agreement. All services shall be performed within the time periods specified in the Agreement. The PH-MCO shall be compensated only for work performed to the satisfaction of the Commonwealth. The PH-MCO shall not be allowed or paid travel or per diem expenses.

#### **6. PAYMENT**

The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. Payment should not be construed as acceptance of the service performed. The Commonwealth may conduct further inspection after payment, but within a reasonable time after performance, and reject the service if such post payment inspection discloses a defect or a failure to meet specifications. The PH-MCO agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the PH-MCO or its subsidiaries to the Commonwealth against any payments due the PH-MCO under any Agreement with the Commonwealth.

#### **7. TAXES – FEDERAL, STATE AND LOCAL**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has registered with the Internal Revenue Service to make tax free purchases under Registration No. 23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax.

The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees that are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

## **8. WARRANTY**

The PH-MCO warrants that all services performed by the PH-MCO, its agents and subcontractor shall be performed in a professional and workmanlike manner and in accordance with prevailing professional and industry standards using the utmost care and skill. Unless otherwise stated in the Agreement, all services are warranted for a period of one year following completion of performance by the PH-MCO and acceptance by the Commonwealth. The PH-MCO shall correct any problem with the service without any additional cost to the Commonwealth.

## **9. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY**

The PH-MCO warrants that it is the sole owner or author of, or has entered into a suitable legal agreement for: a) the design of any product or process provided or used in the performance of the Agreement that is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law and b) any copyrighted matter provided to the Commonwealth. The PH-MCO shall defend any suit or proceeding brought by a third party against the Commonwealth, its departments, offices and employees for the alleged infringement of United States or foreign patents, copyrights, trademarks or misappropriation of trade secrets arising out of the performance of the Agreement. The Commonwealth will provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the Commonwealth at the PH-MCO's written request, it shall be at the PH-MCO's expense, but the responsibility for such expense shall be only that within the PH-MCO's written authorization. The PH-MCO shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the PH-MCO or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights. If any of the products provided by the PH-MCO in such suit or proceeding are held to constitute infringement and the use is enjoined, the PH-MCO shall, at its own expense and at its option, either procure the right to continue use of such products, replace them with non-infringing equal performance products or modify them so that they are no longer infringing. If the PH-MCO is unable to do any of the preceding, the PH-MCO shall remove all the equipment or software, which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software that are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the PH-MCO under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the PH-MCO without its written consent.

## **10. OWNERSHIP RIGHTS**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, document, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Agreement.

## **11. ASSIGNMENT OF ANTITRUST CLAIMS**

The PH-MCO and the Commonwealth recognize that in actual economic practice, overcharges by the PH-MCO's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Agreement, and intending to be legally bound, the PH-MCO assigns to the Commonwealth all right, title and interest in and to any claims the PH-MCO now has, or may acquire, under state or federal antitrust laws relating to the products and services that are the subject of this Agreement.

## **12. HOLD HARMLESS PROVISION**

The PH-MCO shall indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the PH-MCO and its employees and agents under this Agreement provided the Commonwealth gives the PH-MCO prompt notice of any such claim of which it learns. The Office of Attorney General ("OAG") has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such

terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense, the Commonwealth will cooperate with all reasonable requests of the PH-MCO made in the defense of such suits. Neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

### **13. AUDIT PROVISIONS**

In addition to audit requirements of the Agreement, the Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the PH-MCO to the extent that the books, documents and records relate to costs or pricing data for the Agreement. The PH-MCO shall maintain records that support the prices charged and costs incurred for the Agreement. The PH-MCO shall preserve books, documents, and records that relate to costs or pricing data for the Agreement for a period of five (5) years from date of final payment or such longer period as required by the Agreement. The PH-MCO shall give full and free access to all records to the Commonwealth and state and federal oversight agencies and their authorized representatives.

### **14. DEFAULT**

- a. The Commonwealth may, subject to the provisions of Paragraph 15, Force Majeure, and in addition to its other rights under the Agreement, declare the PH-MCO in default by written notice to the PH-MCO, and terminate (as provided in Section XI of the Agreement and Paragraph 16, Termination Provisions) the whole or any part of this Agreement for any of the following reasons:
  - 1) Failure to begin services within the time specified in the Agreement or as otherwise specified;
  - 2) Failure to perform the services with sufficient labor, equipment, or material to complete the specified work in accordance with the Agreement terms;
  - 3) Unsatisfactory performance of services;
  - 4) Discontinuance of services without approval;
  - 5) Failure to resume discontinued services within a reasonable time after notice to do so;
  - 6) Insolvency or bankruptcy;
  - 7) Assignment made for the benefit of creditors;
  - 8) Failure or refusal within 10 days after written notice, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
  - 9) Failure to protect, to repair, or to make good any damage or injury to property;
  - 10) Failure to comply with the representations made in its application; or
  - 11) Breach of any provision of the Agreement.
- b. In the event that the Commonwealth terminates this Agreement in whole or in part, the Commonwealth may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the PH-MCO shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical services included within the terminated part of the Agreement.
- c. If the Agreement is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the PH-MCO to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Department, such partially completed work, including, where applicable, reports, working papers and other documentation, as the PH-MCO has specifically produced or specifically acquired for the performance of such part of the Agreement as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Agreement price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the PH-MCO and the Department. The Commonwealth may withhold from amounts otherwise due the PH-MCO for such completed or partially completed works, such sum as the Department determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver of its rights and remedies in regard to the event of default or any succeeding

event of default.

## **15. FORCE MAJEURE**

Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The PH-MCO shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the PH-MCO becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The PH-MCO shall have the burden of proving that such cause delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Agreement or to extend the time for performance as reasonably necessary to compensate for the delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the PH-MCO, may suspend all or a portion of the Agreement.

## **16. TERMINATION PROVISIONS**

In addition to the reasons set forth in the Agreement, the Commonwealth may terminate the Agreement for any of the following reasons. Termination shall be effective upon written notice to the PH-MCO and in accordance with the Agreement terms.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth may terminate the Agreement, in whole or part, for its convenience if the Commonwealth determines termination to be in its best interest. The PH-MCO shall be paid for services satisfactorily completed prior to the effective date of the termination and all actual and reasonable costs incurred as a result of the termination. The PH-MCO will not be entitled to recover anticipated profit, loss of use of money or administrative or overhead costs.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state, federal or both) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth may terminate the Agreement, in whole or part. The PH-MCO shall be reimbursed in the same manner as described in subsection a to the extent that appropriated funds are available.
- c. **TERMINATION FOR CAUSE:** In addition to other rights under the Agreement, the Commonwealth may terminate the Agreement for default under Paragraph 14, Default, upon written notice to the PH-MCO. The Commonwealth shall also have the right, upon written notice to the PH-MCO, to terminate the Agreement for other cause as specified in the Agreement or by law. If it is later determined that the Commonwealth erred in terminating the Agreement for cause, then, at the Commonwealth's discretion, the Agreement shall be deemed to have been terminated for convenience under the Subparagraph 18.a.

## **17. ASSIGNABILITY AND SUBCONTRACTS**

- a. Subject to the terms and conditions of this section, this Agreement shall be binding upon the parties and their respective successors and assigns.
- b. The PH-MCO may subcontract with third parties approved by the Department to perform all or any part of the services to be performed, which approval may be withheld at the sole and absolute discretion of the Department. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. The Commonwealth may, for good cause, require that the PH-MCO remove a subcontractor from the Project. The Commonwealth will not be responsible for any costs incurred by the PH-MCO in replacing the subcontractor if good cause exists

- c. The PH-MCO may not assign, in whole or in part, the Agreement or its rights, duties, obligations, or responsibilities without the prior written consent of the Department, which consent may be withheld at the sole and absolute discretion of the Department.
- d. The PH-MCO may, without the consent of the Department, assign its rights to payment to be received under the Agreement, provided that the PH-MCO provides written notice of such assignment to the Department together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Agreement.
- e. For the purposes of this Agreement, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the PH-MCO; however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Department shall be evidenced by a written assignment agreement executed by the PH-MCO and its assignee in which the assignee agrees to be legally bound to all of the terms and conditions of the Agreement and to assume the duties, obligations, and responsibilities being assigned.
- g. A change of name by the PH-MCO, following which the PH-MCO's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The PH-MCO shall give the Department written notice of any such change of name.

## **18. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

In addition to any other nondiscrimination provision of the Agreement, the PH-MCO shall:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any contract, or subcontract, the PH-MCO, subgrantee, contractor, subcontractor, and any person acting on behalf of the PH-MCO shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. The PH-MCO, and any subgrantee, contractor, subcontractor and any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of their employees.
- c. Neither the PH-MCO nor any subgrantee, contractor, and subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the Agreement, or any subgrant, contract or subcontract.
- d. Neither the PH-MCO nor any subgrantee, contractor, subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The PH-MCO, and any subgrantee, contractor and subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where services are performed shall satisfy this requirement for employees within an established work site.
- f. The PH-MCO, and any subgrantee, contractor and subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to

perform the work to which the Agreement relates.

- g. The PH-MCO and each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The PH-MCO and each subgrantee, contractor and subcontractor further represent that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The PH-MCO, and any subgrantee, contractor or subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts to the agency and the DGS Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The PH-MCO, and any subgrantee, contractor and subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- i. The PH-MCO's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through its termination date. The PH-MCO and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. The Commonwealth may cancel or terminate the Agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the PH-MCO, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

## 19. INTEGRITY PROVISIONS

It is essential that those who have agreements with the Commonwealth observe high standards of honesty and integrity and conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

### 1. DEFINITIONS. For purposes of these provisions, the following terms have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this Agreement with the Commonwealth.
- d. **"Contractor Related Parties"** means any Affiliates of the Contractor and the Contractor's executive officers, officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.

g. **“Non-bid Basis”** means an agreement awarded or executed by the Commonwealth with Contractor without seeking applications, bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the activity with the Commonwealth and Commonwealth employees and beneficiaries and which is made known to all Contractor employees. Posting these Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where services are performed shall satisfy this requirement.

c. Contractor, its Affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this Agreement except as provided in this Agreement.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the Agreement. Contractor shall disclose the financial interest to the Commonwealth at the time of proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the Agreement signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.



If Contractor cannot so certify the above, it must submit along with its application a written explanation of why such certification cannot be made and the Commonwealth will determine whether an Agreement may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the Agreement through its termination date. The Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the Agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the Agreement for cause if it learns that any of the certifications made are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Agreement.

Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this Agreement was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

- f.** When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the project officer or the Office of the State Inspector General in writing.
- g.** Contractor, by submission of its application and execution of this Agreement and by the submission of any requests for payment pursuant to the Agreement, certifies and represents that it has not violated any of these Integrity Provisions in connection with the submission of the application, during any negotiations or during the term of the Agreement, to include any extensions. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- h.** Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Agreement. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this Agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- i.** For violation of any of these Integrity Provisions, the Commonwealth may terminate this and any other Agreement with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Agreement, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## **20. PH-MCO RESPONSIBILITY PROVISIONS**

- a.** The PH-MCO certifies, for itself and all subgrantees and subcontractors, that as of the date of its execution of this Agreement, that neither it, nor any subgrantees, subcontractors nor any suppliers

are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the PH-MCO cannot so certify, then it shall submit, along with its application, a written explanation of why such certification cannot be made.

- b. The PH-MCO also certifies, that as of the date of its execution of the Agreement, it has no tax liabilities or other Commonwealth obligations.
- c. The PH-MCO's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through its termination date. The PH-MCO shall inform the Commonwealth if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subgrantees or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the PH-MCO to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default.
- e. The PH-MCO agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the its compliance with the terms of this or any other agreement between the PH-MCO and the Commonwealth, which results in the suspension or debarment of the PH-MCO. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The PH-MCO shall not be responsible for investigative costs for investigations that do not result in the PH-MCO's suspension or debarment.
- f. The PH-MCO may obtain a current list of suspended and debarred Commonwealth entities by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No. (717) 783-6472  
FAX No. (717) 787-9138

## **21. AMERICANS WITH DISABILITIES ACT**

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the PH-MCO understands and agrees that no individual with a disability shall be excluded from participation in this Agreement or from activities provided for under the Agreement on the basis of the disability. As a condition of accepting and executing this Agreement, the PH-MCO agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act, which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Agreements with outside entities.
- b. The PH-MCO shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the PH-MCO's failure to comply with the provisions of subparagraph a above.

## **22. COVENANT AGAINST CONTINGENT FEES**

The PH-MCO warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding of a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the PH-MCO for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **23. GOVERNING LAW**

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to conflict of law provisions and the decisions of the Pennsylvania courts. The PH-MCO consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The PH-MCO agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

## **24. INTEGRATION**

The Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the PH-MCO has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

## **25. CHANGES**

The Commonwealth may issue change orders at any time during the term of the Agreement or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Agreement and actual quantities; 2) to make changes to the services within the scope of the Agreement; 3) to notify the PH-MCO that the Commonwealth is exercising any renewal or extension option; and 4) to modify the time of performance that does not alter the scope of the Agreement to extend the completion date beyond the Expiration Date of the Agreement or any renewals or extensions thereof. Any such change order shall be in writing signed by the Project Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Agreement, nor, if performance security is being furnished in conjunction with the Agreement release the security obligation. The PH-MCO agrees to provide the service in accordance with the change order.

## **26. RIGHT TO KNOW LAW 8-K-1580**

- a. The PH-MCO and its subgrantees and subcontractors understand that this Agreement and records related to or arising out of the Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the Department.
- b. If the Commonwealth needs the PH-MCO, subgrantee or subcontractor's assistance in any matter arising out of the RTKL request related to this Agreement, it shall notify the PH-MCO, subgrantee, or subcontractor using the legal contact information provided in the Agreement. The PH-MCO, subgrantee, or subcontractor at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires assistance in responding to a RTKL request for information related to this Agreement that may be in the PH-MCO, a subgrantee or subcontractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), PH-MCO shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the PH-MCO, subgrantee or subcontractor's possession that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- d. If the PH-MCO, subgrantee or subcontractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the PH-MCO, subgrantee or subcontractor considers exempt from production under the RTKL, the PH-MCO, subgrantee or subcontractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative

of the PH-MCO, subgrantee or subcontractor explaining why the requested material is exempt from public disclosure under the RTKL.

- e. The Commonwealth will rely upon the written statement in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the PH-MCO, subgrantee or subcontractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the PH-MCO, subgrantee or subcontractor fails to provide the Requested Information within the time period required by these provisions, the PH-MCO shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the PH-MCO, subgrantee or subcontractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The PH-MCO, subgrantee or subcontractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts; however, the PH-MCO, subgrantee or subcontractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the PH-MCO, subgrantee or subcontractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the PH-MCO, subgrantee and subcontractor waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The PH-MCO, subgrantee and subcontractor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Requested Information is in its possession.

## **27. ENHANCED MINIMUM WAGE**

- a. **Enhanced Minimum Wage.** The PH-MCO shall pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services required by this Agreement, and for all hours performing ancillary services necessary for the performance of the Agreement services when an employee spends at least twenty per cent (20%) of their time performing ancillary services for the Agreement in a given work week.
- b. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the PH-MCO shall increase the enhanced minimum wage rate required by subsection a. by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the PH-MCO must increase the required enhanced minimum wage rate by the annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
  - (ii) covered by a collective bargaining agreement;
  - (iii) required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; and
  - (iv) required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** The PH-MCO shall post these Enhanced Minimum Wage Provisions for the entire period of the Agreement in conspicuous easily-accessible and well-lighted places customarily frequented by employees at or near where the services are performed.

- e. Records. The PH-MCO must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- f. Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the Agreement, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. Subcontractors. The PH-MCO shall include the provisions of these Enhanced Minimum Wage Provisions in every Subcontract so that these provisions will be binding upon Subcontractors.

## **Exhibit G**

### **OPIOID USE DISORDER CENTERS OF EXCELLENCE**

- A. The PH-MCO must contract with all physical health Opioid Use Disorder Centers of Excellence (OUD-COE) enrolled in the MA Program as Provider Specialty Type 232 – Opioid Center of Excellence within the HealthChoices zones in which the PH-MCO operates, unless the PH-MCO demonstrates to OMAP’s satisfaction that the PH-MCO is not able to reach a contractual agreement with the OUD-COE, or that the OUD-COE is not compliant with the terms of this Exhibit.
- B. The PH-MCO must pay the Department’s per-member-per-month (PMPM) rate of \$277.22 for community-based care management services rendered by an OUD-COE when the OUD-COE has appropriately submitted a claim using procedure code G9012 (other specified case management service not elsewhere classified). This PMPM will be made in payment for a bundle of care management services rendered by the OUD-COE. Claims for procedure code G9012 may only be paid to providers enrolled in the MA Program as Provider Specialty Type 232 – Opioid Center of Excellence, as described in Medical Assistance Bulletin 01-20-08/08-2011/11-20-02/19-20-01/21-20-01/31-20-08. The PH-MCO must require that an OUD-COE provides care management services in accordance with the OUD-COE’s service description approved by DHS and in accordance with the terms of this Exhibit in order to receive payment for procedure code G9012. DHS will provide the PH-MCO with approved services descriptions for OUD-COEs within the PH-MCO’s zone(s) upon approval.
- C. The following services, when provided as clinically appropriate and included or reflected in the individual member’s care plan, constitute community-based care management services covered by procedure code G9012 .
  - 1. Screening and Assessment
    - a. Assessments to identify a member’s needs related to Social Determinants of Health, administered in home and community-based settings whenever practicable
    - b. Level of Care Assessments, which may be completed either by the OUD-COE or through a referral. If a level of care assessment results in a recommendation of MAT, the OUD-COE must provide education related to MAT.
    - c. Screenings for clinical needs that require referrals or treatment
  - 2. Care Planning

- a. Development of integrated, individualized care plans that include, at a minimum:
    - 1. A member's treatment and non-treatment needs
    - 2. The member's preferred method of care management, such as face-to-face meetings, phone calls, or through a secure messaging application
    - 3. The identities of the members of the member's community-based care management team, as well as the members of the member's individual support system
  - b. Care coordination with a member's primary care provider, mental health service provider, drug & alcohol treatment provider, pain management provider, obstetrician or gynecologist, and PH-MCO, as applicable
3. Referrals
- a. Facilitating referrals to necessary and appropriate clinical services according to the member's care plan, including:
    - 1. Primary Care, including screening for and treatment of positive screens for: HIV, Hepatitis A (screening only); Hepatitis B; Hepatitis C; and Tuberculosis.
    - 2. Perinatal Care and Family Planning Services
    - 3. Mental Health Services
    - 4. Forms of Forms of medication approved for use in MAT not provided at the OUD-COE Provider's enrolled service location(s)
    - 5. MAT for pregnant women, if the OUD-COE Provider does not provide MAT to pregnant women
    - 6. Drug and Alcohol Outpatient Services
    - 7. Pain Management
  - b. Facilitating referrals to any ASAM Level of Care that is clinically appropriate according to a Level of Care Assessment
  - c. Facilitating referrals to necessary and appropriate non-clinical services according to the results of the member's needs identified through a Social Determinants of Health screening

#### 4. Monitoring

- a. Individualized follow-up with members and monitoring of members' progress per the member's care plan, including referrals for clinical and non-clinical services
  - b. Continued and periodic re-assessment of a member's Social Determinants of Health needs
  - c. Performing Urine Drug Screenings at least monthly
5. Making and receiving warm hand-offs. In the event of a warm hand-off from an overdose event, the OUD-COE must provide education related to overdose risk and naloxone.
- D. Any member of an OUD-COE's care management team may provide the care management services described above if they are appropriately licensed or credentialed to do so. A PH-MCO may not require an OUD-COE to document provision of each of these services every month for every patient in order to receive the PMPM payment but may conduct a chart review for a member to determine whether these services have been provided over time.
- E. The PH-MCO must pay a claim for procedure code G9012 when it determines that the OUD-COE has met the following requirements:
1. During the first calendar month a Member is engaged with the OUD-COE, the OUD-COE has provided and documented one face-to-face community-based care management service, as defined in Section C of this Exhibit, and one service for the treatment of a condition associated with an ICD-10 diagnosis code related to OUD.
  2. During subsequent months a Member is engaged with the OUD-COE, the OUD-COE has provided and documented one face-to-face community-based care management service, as defined in Section C of this Exhibit. If a Member does not receive a face-to-face care management service for two or more consecutive months, the OUD-COE must also provide a treatment service in addition to a face-to-face care management service to receive the PMPM for a subsequent month.
  3. The OUD-COE has documented the care management service encounter within the Member's electronic health record, including the following information:
    - a. Date of encounter



- b. Location of encounter
  - c. Identity of the individual employed by the OUD-COE with whom the Member met
  - d. Duration of encounter
  - e. Description of service provided during the encounter
  - f. Next planned activities that the OUD-COE and the Member will undertake
4. The community-based care management service for which the G9012 procedure code claim is being submitted is not duplicative, overlapping, or redundant of other care or case management services for which the BH-PH-MCO has already paid on a Member's behalf.
  5. The OUD-COE has obtained written Member consent to share OUD related information with the Member's Physical HealthChoices PH-MCO (PH-MCO) or Community HealthChoices PH-MCO (CHC-PH-MCO) consistent with state and federal laws and regulations for the purpose of coordinating comprehensive services that address the Member's physical and behavioral needs and any needs related to social determinants of health.
- F. The PH-MCO may not pay multiple claims using procedure code G9012 to an OUD-COE for the same Member in the same calendar month. The PH-MCO may require a claim using procedure code G9012 be submitted each time a Member receives a community-based care management service from an OUD-COE, but it may only pay one claim per month. The PH-MCO may pay the PMPM to more than one OUD-COE for services provided to an individual Member during the same calendar month only during the Member's first two months of engagement with an OUD-COE.
- G. The PH-MCO may not require anything additional of the OUD-COEs in order to receive the PMPM, including data reporting. OUD-COEs will submit a data collection spreadsheet to DHS monthly. On a quarterly basis, DHS will transmit a report that includes all of the metrics submitted by the OUD-COEs on the data collection spreadsheet for each of the PH-MCO's individual members, sorted by OUD-COE, to the PH-MCO. This report will be transmitted via secure transfer by the end of the quarter following the quarter for which the data was reported.
- H. The PH-MCO will perform a claims analysis on an annual basis. The PH-MCO will identify OUD-COE clients as those members for whom a G9012 procedure code claim was submitted during the previous year and will analyze the additional claims submitted for those members, focusing on the metrics defined below. The purpose of this analysis will be to monitor COEs for adherence with the terms of their

provider contracts and to ensure quality services are being provided to the PH-MCO's members.

- I. The PH-MCO will analyze the following metrics through claims analysis. The Department will provide data to the PH-MCO to support this analysis upon request.
  1. Percentage of Members who received a service rendered by a primary care provider. The numerator is the number of Members who received a service rendered by a primary care provider and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
  2. Percentage of Members who received a pain management service. The numerator is the number of Members who received a pain management service and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
  3. Percentage of Members who were prescribed a benzodiazepine while prescribed buprenorphine. The numerator is the number of Members who were concurrently prescribed a benzodiazepine and buprenorphine and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
  4. Percentage of Members who were prescribed an opiate while prescribed buprenorphine. The numerator is the number of Members who were concurrently prescribed an opiate and buprenorphine and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
  5. Percentage of Members who received a urine drug screening. The numerator is the number of Members who received a urine drug screening and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
  6. Percentage of Members who are pregnant. The numerator is the number of Members who are or were pregnant and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
  7. Percentage of pregnant Members who received a timely prenatal initial visit. The numerator is the number of pregnant Members who received a timely prenatal initial visit as defined by HEDIS® and the denominator is the number of pregnant Members.
  8. Percentage of pregnant Members who received a timely post-partum care visit. The numerator is the number of pregnant Members who received a timely post-

partum care visit as defined by HEDIS® and the denominator is the number of pregnant Members.

9. Percentage of pregnant Members receiving post-partum contraception. The numerator is the number of pregnant Members receiving post-partum contraception and the denominator is the number of pregnant Members who received a treatment or face-to-face care management service during the reporting period.
10. Percentage of children born to Members who have completed six well child visits in the first 15 months of life. The numerator is the number of children born to Members who have completed six well child visits in the first 15 months of life per the HEDIS® specifications and the denominator is the number of pregnant Members who received a treatment or face-to-face care management service during the reporting period.
11. Percentage of Members who received methadone. The numerator is the number of Members who received methadone and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
12. Percentage of Members who received buprenorphine. The numerator is the number of Members who received buprenorphine and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
13. Percentage of Members who received naltrexone. The numerator is the number of Members who received naltrexone and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
14. Duration of medication-assisted treatment. Duration of medication-assisted treatment is defined as the time of initial dose until the last dose in the calendar year. This measure will be reported as the percent of Members receiving doses for periods of time  $\geq 90$  days,  $\geq 180$  days, and  $\geq 270$  days. The numerator is the number of Members receiving doses of buprenorphine or naltrexone at each of the above listed time intervals and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
15. Percentage of Members screened for HIV. The numerator is the number of Members screened for HIV and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.

16. Percentage of Members screened for Hepatitis C. The numerator is the number of Members screened for Hepatitis C and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
17. Percentage of female Members receiving contraception. The numerator is the number of female Members receiving contraception and the denominator is the number of female Members who received a treatment or face-to-face care management service during the reporting period.
18. Percentage of female Members who received long-acting reversible contraception. The numerator is the number of female Members who received long-acting reversible contraception and the denominator is the number of female Members who received a treatment or face-to-face care management service during the reporting period.
19. Percentage of Members with emergency department visits. The numerator is the number of Members who were seen in an emergency department and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.
20. Percentage of Members with inpatient acute stays, excluding drug and alcohol stays. The numerator is the number of Members who were admitted for an inpatient acute stay in a facility other than an inpatient drug and alcohol treatment facility and the denominator is the number of Members who received a treatment or face-to-face care management service during the reporting period.

## **EXHIBIT H**

### **PRIOR AUTHORIZATION GUIDELINES FOR PARTICIPATING MANAGED CARE ORGANIZATIONS IN THE HEALTHCHOICES PROGRAM**

#### **A. General Requirement**

The HealthChoices Physical Health Managed Care Organizations (PH-MCOs) must submit to the Department all written policies and procedures for the Prior Authorization of services. The PH-MCO may require Prior Authorization for any services that require Prior Authorization in the Medical Assistance Fee-for-Service (FFS) Program. The PH-MCO must notify the Department of the FFS authorized services they will continue to prior authorize and the basis for determining if the service is Medically Necessary. The PH-MCO must receive advance written approval from the Department to require the Prior Authorization of any services not currently required to be Prior Authorized under the FFS Program. For each service to be Prior Authorized, the PH-MCO must submit for the Department's review and approval the written policies and procedures in accordance with the guidelines described below. The policies and procedures must:

- Be submitted in writing, for all new and revised criteria, prior to implementation;
- Be approved by the Department in writing prior to implementation;
- Adhere to specifications of the HealthChoices RFP, HealthChoices Agreement, federal regulations, and applicable policy in Medical Assistance General Regulations, Chapter 1101 and DHS regulations;
- Ensure that physical health care is Medically Necessary and provided in an appropriate, effective, timely, and cost efficient manner;
- Adhere to the applicable requirements of Centers for Medicare and Medicaid Services (CMS) Guidelines for Internal Quality Assurance Programs of Health Maintenance Organizations (HMOs), Health Insuring Organizations (HIOs), and Prepaid Health Plans (PHPs), contracting with Medicaid/Quality Assurance Reform Initiative (QARI);
- Include an expedited review process to address those situations when an item or service must be provided on an urgent basis; and
- Be submitted on an annual basis for review and approval.

Future changes in state and federal law, state and federal regulations, and court cases may require re-evaluation of any previously approved Prior Authorization proposal. Any deviation from the policies and procedures approved by the Department, including time frames for decisions, is considered to be a change and

requires a new request for approval. Failure of the PH-MCO to comply may result in sanctions and/or penalties by the Department. The Department defines prior authorization as a determination made by a PH-MCO to approve or deny payment for a Provider's request to provide a service or course of treatment of a specific duration and scope to a Member prior to the Provider's initiation or continuation of the requested service.

The DHS Prior Authorization Review Panel has the sole responsibility to review and approve all prior authorization proposals from the PH-MCOs.

## **B. Guidelines for Review**

### **1. Basic Requirements:**

- a. The PH-MCO must identify individual service(s), medical item(s), and/or therapeutic categories of drugs to be Prior Authorized.
- b. If the Prior Authorization is limited to specific populations, the PH-MCO must identify all populations who will be affected by the proposal for Prior Authorization.

### **2. Medically Necessary Requirements:**

- a. The PH-MCO must describe the process to validate medical necessity for:
  - covered care and services;
  - procedures and level of care;
  - medical or therapeutic items.
- b. The PH-MCO must identify the source of the criteria used to review the request for Prior Authorization of services. The criteria must be consistent with the HealthChoices contract definition for a service or benefit that is Medically Necessary. All criteria must be submitted to the Department for evaluation and approval under URCAP prior to implementation.
- c. For PH-MCOs, if the criteria being used are:
  - Purchased and licensed, the PH-MCO must identify the vendor;
  - Developed/recommended/endorsed by a national or state health care provider association or society, the PH-MCO must identify the association or society;

- Based on national best practice guidelines, the PH-MCO must identify the source of those guidelines;
  - Based on the medical training, qualifications, and experience of the PH-MCO's Medical Director or other qualified and trained practitioners, the PH-MCO must identify the individuals who will determine if the service or benefit is Medically Necessary.
- d. PH-MCO guidelines to determine medical necessity of all drugs that require prior authorization must be posted for public view on the PH-MCO's website. This includes, but is not limited to, guidelines to determine medical necessity of both specific drugs and entire classes of drugs that require prior authorization for health and safety reasons, non-formulary designations, appropriate utilization, quantity limits, or mandatory generic substitution. The guidelines must specify all of the conditions that the PH-MCO reviewers will consider when determining medical necessity including requirements for step therapy.
- e. The PH-MCO must identify the qualification of staff that will determine if the service is Medically Necessary. Health Care Providers, qualified and trained in accordance with the CMS Guidelines, the RFP, the HealthChoices Agreement, and applicable legal settlements must make the determination of Medically Necessary services.

For children under the age of twenty-one (21), requests for service will not be denied for lack of Medical Necessity unless a physician, dentist or other health care professional with appropriate clinical expertise in treating the Member's condition or disease determines:

- That the prescriber did not make a good faith effort to submit a complete request, or
- That the service or item is not Medically Necessary, after making at a minimum three reasonable efforts to contact the prescriber prior to issuing a denial for the requested service. The reasonable efforts to contact the prescriber must be documented in writing.

### 3. Administrative Requirements

- a. The PH-MCO's written policies and procedures must identify the time frames for review and decisions and the PH-MCO must demonstrate that the time frames are consistent with the following required

maximum time frames:

- Immediate: Inpatient Place of Service Review for emergency and urgent admissions.
- 24 hours: All drugs; and items or services which must be provided on an urgent basis.
- 48 hours: (following receipt of required documentation) Home Health Services.
- 21 days: All other services.

- b. The PH-MCO's written policies and procedures must demonstrate how the PH-MCO will ensure adequate care management and overall continuity of care among all levels and specialty areas.
- c. The PH-MCO's written policies and procedures must explain how Prior Authorization data will be incorporated into the PH-MCO's overall Quality Management plan.

4. Notification, Grievance, and DHS Fair Hearing Requirements

The PH-MCO must demonstrate how written policies and procedures for requests for Prior Authorization comply and are integrated with the Member and Provider notification requirements and Member Grievance and DHS Fair Hearing requirements of the RFP and Agreement.

5. Requirements for Care Management/Care Coordination of Non-Prior Authorized Service(s)/Items(s)

For purposes of tracking care management/identification of certain diagnoses or conditions, and with advance written approval from the Department, the PH-MCO may choose to establish a process or protocol requiring notification prior to service delivery. This process must not involve any approvals/denials or delays in receiving the service. The PH-MCO must notify Providers of this notification requirement. This process may not be administratively cumbersome to Providers and Members. These situations need not comply with the other Prior Authorization requirements contained in this Exhibit.



## **EXHIBIT L**

### **MEDICAL ASSISTANCE TRANSPORTATION PROGRAM**

The Medical Assistance Transportation Program (MATP) is responsible for the following:

- Providing non-emergency medical transportation to and/or from a MA compensable service received at a medical facility, doctor's or dentist's offices, hospital, clinic, pharmacy or supplier of medical equipment.
- Providing the least costly and most appropriate transportation to meet the needs of its consumers, including paying for mass transit trips on buses or trains or providing rides in paratransit vehicles. .
- Reimbursing the consumer for mileage at a rate determined by the Department, parking, and tolls with valid receipts, when the consumer uses their own car or someone else's to get to the medical care provider.
- Providing transportation services when the consumer has no other available means of transportation for urgent care. Urgent care, for the purpose of this agreement, is defined as any illness or severe condition, which under reasonable standards of medical practice would be diagnosed and treated within a 24-hour period and if left untreated, could rapidly become a crisis or emergency. A hospital discharge shall be considered urgent care.
- Referring any requests for medically necessary non-emergency ambulance transportation and any requests that MATP cannot accommodate due to the requests being outside the scope of the MATP services.

The county MATP agency, Program Monitor, and/or MATP Standards and Guidelines, found on the MATP website, should be contacted or referenced for the detailed policies and procedures in carrying out the above responsibilities.

## **EXHIBIT M(1a)**

### **QUALITY MANAGEMENT REQUIREMENT FOR REGIONAL ACCOUNTABLE HEALTH COUNCILS**

The MCO must form, with all other MA and CHIP MCOs and Behavioral Health Primary Contractors that operate within the region defined by each Physical Health HealthChoices Zone, a Regional Accountable Health Council (RAHC), subject to the following:

- A. The purpose of the RAHC shall be to serve as a forum for regional strategic health planning and coordination of community-wide efforts to improve health outcomes across each region in the state. This planning shall be focused on areas of high burden of disease and on demographic groups impacted by health disparities within the HealthChoices Zone, in order to identify the root causes of those disparities and to establish strategies and interventions to address those root causes of these disparities. The RAHC will use state and community-based health assessments, regional Social Determinants of Health (SDOH) needs assessments, as well as any other specific health indicators, as the basis to advance population health planning.
  - 1. In serving as a forum for regional strategic health planning and coordination of community-wide efforts, with a special focus on addressing the root causes of disparities, the RAHC's goals shall be to:
    - a. Promote health equity and eliminate health disparities;
    - b. Address regional SDOH needs;
    - c. Bend the cost curve by aligning VBP initiatives and achieving better care, better health, at lower costs;
    - d. Support and steer population health improvement processes, including regional efforts to integrate physical and behavioral health care; and
    - e. Center health improvement efforts in the communities where people live.
- B. Each RAHC's region of operation shall be the Physical Health HealthChoices Zone in which the MCO operates under agreement with the Department. There shall be five RAHCs: Southeast, Southwest, New East, New West and Lehigh Capital.
- C. The RAHC's business organization shall be established as follows:
  - 1. The RAHC shall be a non-for-profit entity formed as an unincorporated association, partnership, corporation or other business organization.
  - 2. The type of business organization must be approved by the Department prior to the formation of the RAHC.

3. The constituent parts of the association, partnership or corporation, as the case may be, shall be the MCO and all other MA and CHIP MCOs and Behavioral Health Primary Contractors that also have an agreement with the Department to operate in the region.

D. The RAHC's governing document, such as Bylaws, are subject to the following:

1. The governing document shall address, at a minimum, the following: the name of the RAHC; the purpose of the RAHC; the constituent parts of the RAHC, such as members or partners; the governing body of the RAHC as set forth below, including appointment, removal, resignation and filling vacancies of positions on the governing body; the standing and ad hoc committees; the procedures of conduct of meetings; the procedures for exercise of the RAHC's powers; and the enunciation of the RAHC's fiscal year.
2. The governing document shall include a conflict of interest policy for organizations and individuals in the RAHC.
3. The governing document shall allow other health care payers to join the strategic direction outlined by the RAHC, such as regional business groups on health, commercial health insurance plans, special needs plans, health foundations, and other lines of business.
4. The governing document of the RAHC must be approved by the Department prior to formation of the RAHC.

E. The governing body of the RAHC shall be a council, the chair of the council and the vice chair of the council.

1. The chair of the council shall be voted on by the Council.
2. The vice chair of the council shall be voted on by the council.
3. The council shall consist of, at the minimum:
  - a. One (1) representative from the executive leadership team of the MCO;
  - b. One (1) representative from each of the MA and CHIP MCOs and Behavioral Health Primary Contractors operating under agreement with the Department in the Physical Health HealthChoices Zone;
  - c. One (1) representative from each of the high MA utilization health systems (as defined by the Department);
  - d. One (1) representative from three Community-Based Organizations (CBOs) that focus on SDOH (as identified by the Department); and
  - e. At least one (1) representative from each of the following sectors:

- i. Mental health administrators not otherwise represented by a Behavioral Health Primary Contractor;
- ii. Single County Authorities;
- iii. FQHCs;
- iv. Mental health treatment providers;
- v. Institutional long-term care service providers;
- vi. Home and community-based service providers;
- vii. Substance use disorder treatment providers;
- viii. Other community institutions outside of clinical settings, such as faith-based organizations, schools, or libraries.
- ix. MA Consumers and CHIP consumers.

4. The membership of the council should reflect the racial and ethnic diversity of the HealthChoices Zone.

- F. The MCO, with other MA and CHIP MCOs and Behavioral Health Primary Contractors in the HealthChoices Zone, shall fully form the RAHC subject to the conditions above no later than April 30, 2021. The RAHC must submit the organizational documents, as described above, to the Department for approval no later than February 28, 2021.
- G. The RAHC shall be a part of a statewide RAHC learning network developed by the Department, so each RAHC can learn best practices from one another in improving population health, reducing costs, improving health equity, and addressing SDOH needs.
- H. The RAHC shall be responsible for providing CBOs technical assistance that is available on consultation. The MCOs shall also support a regional or statewide learning network that is informed by frequently asked questions or topics. The goals of the technical assistance will be to help support administrative functions of CBOs that are important in their ability to improve population health, improve equity, and address the SDOH needs of the region. The technical assistance must include the ability to assist with data analytics and measurement, contract management and negotiations, sharing best practices and outcomes, measuring return on investment, and incorporation of CBOs into VBP agreements.
- I. The RAHC shall develop an annual Regional Health Transformation Plan (RHTP) for its HealthChoices Zone, subject to the following:
  - 1. The RHTP is subject to approval of the Department. The RAHC shall submit its first annual RHTP for the period of July 1, 2021 - June 30, 2022 to the Department no later than June 30, 2021. Each subsequent RHTP shall be submitted for approval no later than twelve (12) months after the submission of the prior RHTP.

2. Each RHTP shall:
- a. Identify demographic groups impacted by health disparities, and geographic areas with significant health disparities (“health equity zones”) and strategies for eliminating disparities in these groups and areas;
  - b. Identify SDOH needs in the area and strategies for addressing them;
  - c. Identify population health priority measures across physical, behavioral, and integrated health measures of the HealthChoices Zone that should be improved and population health strategies for improvement;
  - d. Identify strategies and interventions for bending the cost curve and limiting regional cost growth, including aligning VBP arrangements across payers, which must in no way be construed to indicate that payers will coordinate to set prices;
  - e. Identify CBOs and other trusted community partners and how they are incorporated into the overall plan;
  - f. Identify strategies and interventions to continuously monitor for improvement in health equity, SDOH, and population health priority measures established by the regional transformation plan, including a rapid-cycle quality improvement strategy to rapidly scale interventions that are successful.
- J. The MCO shall coordinate with other MA and CHIP MCOs and Behavioral Health Primary Contractors in the MCO’s HealthChoices Zone to begin implementing the strategies outlined in the RHTP, after the RHTP is approved by the Department.

## **EXHIBIT M(2)**

### **EXTERNAL QUALITY REVIEW**

External Quality Review (EQR) is a requirement under Title XIX of the Social Security Act, Section 1902(a), (30), (c) for states to obtain an independent, external review body to perform an annual review of the quality of services furnished under state contracts with Managed Care Organizations, including the evaluation of quality outcomes, timeliness and access to services. The requirements for EQR were further outlined in 42 CFR Part 438; External Quality Review of Medicaid Managed Care Organizations; Final Rule issued on May 6, 2016. EQR refers to the analysis and evaluation of aggregated information on timeliness, access, and quality of health care services furnished to Members. "Quality", as it pertains to EQR, means the degree to which a PH-MCO maintains or improves the health outcomes of its Members through its structural and operational characteristics and through the provision of services. The results of the EQR are made available, upon request, to specified groups and to interested stakeholders. This is one of many tools that facilitate achieving continuous quality improvement in the delivery of care, health care outcomes, and timeliness of care, access to services, quality and utilization management systems, and program oversight. The Department requires that the PH-MCOs:

- A. Actively participate in planning and developing the measures to be utilized with the Department and the EQRO. The Medical Assistance Advisory Committee will be given an opportunity to provide input into the measures to be utilized.
- B. Accurately, completely and within the required timeframe identify eligible Members to the EQRO.
- C. Correctly identify and report the numerator and denominator for each measure.
- D. Actively encourage and require Providers, including subcontractors, to provide complete and accurate Provider medical records within the timeframe specified by the EQRO.
- E. Demonstrate how the results of the EQR are incorporated into the Plan's overall Quality Improvement Plan and demonstrate progressive improvements during the term of the contract.
- F. Improve Encounter Data in an effort to decrease the need for extensive Provider medical record reviews.
- G. Provide information to the EQRO as requested to fulfill the requirements of the mandatory and optional activities required in 42 CFR Part 438.
- H. Ensure that data, clinical records and workspace located at the PH-MCO's work site are available to the independent review team and to the Department, upon request.

- I. Participate in Performance Improvement Projects whose target areas are dictated by the Department to address key quality areas of focus for improvements. The PH-MCO will comply with the timelines as prescribed by the EQRO.

## **EXHIBIT BB**

### **PH-MCO RECIPIENT COVERAGE DOCUMENT**

This Recipient Coverage Document (RCD) includes descriptions of policies supported by the Department's data systems and processes. In cases where policies in this document conflict with another provision of the Managed Care Organization's (PH-MCO) Agreement, the Agreement will take precedence.

PH-MCO coverage as detailed in this document does not imply coverage under a BH-MCO, or CHC-MCO. Refer to the BH-MCO RCD for behavioral health coverage guidelines and CHC-MCO PCD for Community Health Choices coverage guidelines.

The Department will provide sufficient information to the PH-MCO to reconcile PH-MCO membership data and amounts paid to and recovered from the PH-MCO. The Department will pay capitation to only one PH-MCO per recipient per month.

#### **Coverage Rules**

A PH-MCO is responsible for a Member if coverage is determined by applying the general rules found in any of paragraphs A, B, or C below, subject to exceptions and clarifications found in paragraphs D, E, F, and G.

Refer to the HealthChoices Intranet site for additional information on Recipient coverage, clarifications, examples, and Membership Enrollment/Disenrollment procedures.

- A. Responsibility to Provide MA Benefits - Unless otherwise specified, the PH-MCO is responsible for providing MA benefits to its Members in accordance with eligibility information included on the Daily or Monthly 834 Eligibility File, which is provided by the Department to each PH-MCO.
- B. Membership Files/Coverage Dates/Eligibility - Daily and Monthly 834 Eligibility Files are provided to each PH-MCO containing information and changes that apply to its Members. The PH-MCO is responsible for providing services for each PH-MCO Member identified on the Daily or Monthly 834 Eligibility File from the first day of the calendar month or the PH-MCO Start Date, whichever is later, through the last day of the calendar month or the PH-MCO coverage end date, if different. The Department will pay Capitation to the PH-MCO from the first day of coverage in a month through the last day of the calendar month, except when transferring to a CHC-MCO. If a PH-MCO member transfers to a CHC-MCO the Department will pay capitation to the PH-MCO only through the day prior to the CHC begin date. PH-MCO coverage dates beyond the last day of the month are preliminary information that is subject to change.

CIS/eCIS will retain a Member's PH-MCO selection for six (6) months after a Member becomes ineligible for MA. These Members will become the responsibility of the same PH-MCO if they regain MA eligibility during that six-month period and



their category of assistance and geographic location are valid for that PH-MCO. Upon regaining MA eligibility, the PH-MCO Start Date will be the MA eligibility Start Date on Client Information System (CIS/eCIS) or the date MA eligibility was reopened in CIS/eCIS, whichever is later.

- C. Benefit Packages - The Department has established two benefit packages based on age: Adult and Children's. The Adult package includes individuals age 21 years old or older. The Children's package includes individuals under age 21 years. Refer to the Daily and Monthly 834 Eligibility Files to determine benefits during a month based on these criteria.
- D. Exceptions and Clarifications - The Department will recover Capitation payments made for Members who the Department has determined the PH-MCO was not responsible for providing services.

The PH-MCO will not be responsible for and will not be paid when the Department notifies the PH-MCO of Members for whom they are not responsible.

- 1. Errors in PH-MCO coverage identified from any source must be reported to the Department within forty-five (45) days of receipt of the Daily 834 Eligibility File for changes to be considered.

If a Recipient is enrolled in a PH-MCO in error, that PH-MCO is responsible for covering the Recipient until the Department is notified and the correction is applied to the CIS/eCIS eligibility record.

If at the time of notification to the Department, the Member was disenrolled in error from a PH-MCO and the Member is enrolled in a different PH-MCO, the Member will be reenrolled in the previous PH-MCO effective the first of the next month. However, if at the time of notification, the Recipient is covered by FFS, the Recipient will be reenrolled into the same PH-MCO effective the day following notification to the Department.

- 2. If CIS/eCIS shows an exemption code or a facility/placement code that precludes PH-MCO coverage, the Recipient will not be enrolled in a PH-MCO.
- 3. If CIS/eCIS shows Fee-For-Service (FFS) coverage that coincides with PH-MCO coverage, the Member may use either coverage and there will be no monetary adjustment between the Department and the PH-MCO. (This is subordinate to #7 below.)
- 4. If a PH-MCO has actual knowledge that a Member is deceased, and if such Member shows on either the Daily or Monthly 834 Eligibility File as active, the PH-MCO is required to notify the County Assistance Office (CAO) and the Department. The Department will recover Capitation payments made for up to eighteen (18) months after the service month in which the date of death occurred.

5. The Department will recover Capitation payments for Members who were later determined to be ineligible for PH-MCO coverage or who were placed in a setting that results in the termination of PH-MCO coverage by the Department. The Department will recoup payments back to the month following the month in which the termination of coverage occurred, for up to twelve (12) months afterwards (e.g., today's date is 9/18/2020 and central office staff end date managed care coverage 9/30/2020 – payments are recouped for 10/2019 through 9/2020. See Section F for examples of placements that result in termination of coverage).
6. The Department is not responsible for making a Capitation payment for a month in which a Member aged twenty-one through sixty-four (21 – 64) resides in a free-standing IMD at least sixteen (16) days in that calendar month and the Member's condition is not related to a Substance Use Disorder (SUD). This applies without regard to the number of days in the month in which the Member is enrolled in the PH-MCO. Recovery of capitation payments that meet these criteria is limited to 18 (eighteen) months. Additionally, the Department will make a separate payment to the PH-MCO for the days the Member does not reside in the freestanding IMD during a calendar month as noted in Section VII.E.13 of the Agreement.
7. A newborn is the responsibility of the PH-MCO that covered the mother on the newborn's date of birth. Where CIS/eCIS does not reflect this, the PH-MCO must notify the Department to correct coverage. The Department will generate Capitation payments as appropriate. Limitations in Sections E-2 and E-3 applicable to the mother will apply to the newborn.

Exception #1: If mother is in a PH-MCO, and C&Y assumes custody of the newborn at birth and places the child in a county within the same HC zone as the mother, the child's coverage will mirror the mother's PH-MCO coverage.

Exception #2: If mother is in a PH-MCO, and C&Y assumes custody of the newborn at birth and places the child in a county outside of the same HC zone where the mother resides, the child will be FFS until auto-assignment or the selected PH-MCO is effective in the new HC County.

8. A Member's change of residence out of a PH-MCO's service area does not necessarily exempt the PH-MCO from the responsibility to provide MA benefits. It is the PH-MCO's responsibility to inform the CAO of the address change upon receipt of information that a Member is residing outside the PH-MCO service area.
9. Pursuant to the rules outlined in the RCD, the absence of MA eligibility indicated on CIS/eCIS for a certain date does not necessarily exempt the PH-MCO from its responsibility to provide MA benefits for that date. Refer to Section E, Coverage During Inpatient Hospital Stays, for applicable rules.

10. Dual Eligibles who are enrolled in Medicare Part D and who turn 21 years of age will be identified by the Department on the first Friday of each month, and will be disenrolled from the PH-MCO effective the end of the month in which the Department identifies that the Member turned 21 years of age. In addition, newly identified Dual Eligibles age 21 and over will be disenrolled the end of the month following the month in which Medicare Part D is posted to their eligibility record. The PH-MCO remains responsible for these Members through the disenrollment date.
11. The Department reserves the right to intercede in requests for expedited enrollments when Medically Necessary. The Department's determination for the expedited enrollment will be final. The Capitation rate will be retroactively adjusted for each PH-MCO based on the effective date of the expedited enrollment.
12. The PH-MCO must provide Out-Of-Area Covered Services for a Member as long as they remain a resident of the Commonwealth and the zone. The PH-MCO remains responsible for a Member who is:
  - attending a college or university in a state other than Pennsylvania,
  - attending a college or university in a zone other than their zone of residence, or
  - traveling outside of the zone.

At the sole discretion of the Department, the Member may be disenrolled from the PH-MCO and enrolled in FFS. The Department will take into consideration such factors as distance from Pennsylvania, the intensity and duration of medically required services, and whether the PH-MCO has a business presence nearby.

- E. Change in PH-MCO Coverage During Inpatient Hospital Stays - Payment responsibility when an MA Recipient has managed care coverage during part of a hospital stay is detailed in the Rules below. Note that one or more of these rules may apply during a particular hospital stay.

<b>RULE: E-1.</b>	
<b>Condition</b>	<b>A Recipient who is covered by FFS when admitted to a hospital becomes eligible for PH-MCO coverage while still in the hospital.</b>
<b>PH-MCO Coverage Responsibility</b>	As of the PH-MCO start date, the PH-MCO is responsible for physician, DME, and all other covered services not included in the hospital bill.
<b>MA FFS Coverage Responsibility</b>	<p>The FFS program is responsible for the hospital bill through the date of discharge.</p> <p>Note: If the Recipient is discharged from the initial hospital and admitted to another hospital (acute or rehabilitation) after the PH-MCO Start Date, FFS is only responsible for the stay in the initial hospital through the date of discharge. The PH-MCO is responsible for the stay in the subsequent hospital upon admission.</p>

<b>RULE: E-2.</b>	
<b>Condition</b>	<b>A Recipient who is covered by a PH-MCO when admitted to a hospital loses PH-MCO coverage and assumes FFS coverage while still in the hospital.</b>
<b>PH-MCO Coverage Responsibility</b>	<p>The PH-MCO is responsible for the hospital stay with the following exceptions:</p> <p>EXCEPTION #1: If the Recipient is still in the hospital on the FFS coverage begin date, and the Recipient's FFS coverage begin date is the first day of the month, the PH-MCO is financially responsible for the stay through the last day of that month.</p> <p>Example: If a Recipient covered by the PH-MCO is admitted to a hospital on June 21 and the FFS coverage begin date is July 1, the FFS program assumes payment responsibility for the stay on August 1. The PH-MCO remains financially responsible for the stay through July 31.</p> <p>EXCEPTION #2: If the Recipient is still in the hospital on the FFS coverage begin date, and the Recipient's FFS coverage begin date is any day other than the first day of the month, the PH-MCO is financially responsible for the stay through the last day of the following month.</p> <p>Example: If a Recipient covered by a PH-MCO is admitted to a hospital on June 21 and the FFS program coverage begin date is July 15, the FFS program assumes payment responsibility for the stay on September 1. The PH-MCO program remains financially responsible for the stay through August 31.</p>
<b>MA FFS Coverage Responsibility</b>	<p>Starting with the FFS coverage begin date, FFS is responsible for physician, DME, and other bills not included in the hospital bill.</p> <p>EXCEPTION #1: The FFS program is financially responsible for the stay beginning on the first day of the next month.</p> <p>EXCEPTION #2: The FFS program is financially responsible for the stay beginning on the first day of the month following the next month.</p>

<b>RULE: E-3.</b>	
<b>Condition</b>	<b>A Recipient covered by a PH-MCO when admitted to a hospital transfers to another PH-MCO while still in the hospital.</b>
<b>PH-MCO Coverage Responsibility</b>	<p>The surrendering PH-MCO is responsible for the hospital stay with the exceptions below. As of the gaining PH-MCO's Start Date, it is responsible for the physician, DME, and all other covered services not included in the hospital bill.</p> <p>EXCEPTION #1: If the Recipient is still in the hospital on the gaining PH-MCO Start Date, and the Recipient's gaining PH-MCO Start Date is the first day of the month, the surrendering PH-MCO is financially responsible for the stay through the last day of the month. The gaining PH-MCO is financially responsible for the stay beginning on the first day of the next month.</p> <p>Example: If a Recipient is admitted to a hospital on June 21 and the gaining PH-MCO start date is July 1, the gaining PH-MCO assumes payment responsibility for the stay on August 1. The surrendering PH-MCO remains financially responsible for the stay through July 31.</p> <p>EXCEPTION #2: If the Recipient is still in the hospital on the gaining PH-MCO coverage begin date, and the gaining PH-MCO Start Date is any day other than the first day of the month, the surrendering PH-MCO is financially responsible for the stay through the last day of the following month. The gaining PH-MCO is financially responsible for the stay beginning on the first day of the month following the next month.</p> <p>Example: If a Recipient is admitted to a hospital on June 21 and the gaining PH-MCO start date is July 15, the gaining PH-MCO assumes payment responsibility for the stay on September 1. The surrendering PH-MCO remains financially responsible for the stay through August 31.</p>

<b>MA FFS Coverage Responsibility</b>	There is no FFS coverage in this example.
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<b>RULE: E-4a.</b>	
<b>Condition</b>	<b>A Recipient covered by a PH-MCO when admitted to a hospital loses and regains MA eligibility while in the hospital (Recipient is not discharged), resulting in a break in PH-MCO coverage. The Department's Division of Medicaid Management Information Systems (MMIS) Operations becomes aware of the break in PH-MCO coverage by the end of the month following the month in which it is lost.</b>
<b>PH-MCO Coverage Responsibility</b>	<p>MMIS Operations will reopen the Recipient's PH-MCO coverage retroactive to the day it was end-dated on CIS/eCIS and adjust the Capitation payment accordingly. The PH-MCO continues to be financially responsible for the stay including the physician, DME, and all other covered services.</p> <p>Example: A Recipient who is admitted to the hospital on March 10 loses MA eligibility effective March 22 and regains it on April 9 retroactive to March 22. The PH-MCO coverage on CIS/eCIS shows the Recipient was end-dated March 31 and reopened in the PH-MCO with a new PH-MCO begin date of April 9. On April 25, MMIS Operations becomes aware of the situation.</p> <p>Because MMIS Operations is aware of the loss of MA eligibility within the month following the month in which it was lost, MMIS Operations reopens the PH-MCO coverage retroactive to April 1, the day after the PH-MCO end-date is posted on CIS/eCIS (March 31). The PH-MCO continues to be financially responsible for the stay including the physician, DME, and all other covered services.</p>
<b>MA FFS Coverage Responsibility</b>	There would be no FFS coverage in this example.

<b>RULE: E-4b.</b>	
<b>Condition</b>	<b>A Recipient covered by a PH-MCO when admitted to a hospital loses and regains MA eligibility while in the hospital (Recipient is not discharged), resulting in a break in PH-MCO coverage. MMIS Operations does not become aware of the break in PH-MCO coverage by the end of the month following the month in which it is lost.</b>
<b>PH-MCO Coverage Responsibility</b>	<p>Example: Same as in RULE: E-4a except, because MMIS Operations is not aware of the break in PH-MCO coverage by the end of the month following the month in which it was lost, the PH-MCO coverage is not reopened retroactive to the day it was end-dated on CIS/eCIS (March 31). The PH-MCO is only responsible for covering the Recipient through the end of March.</p>
<b>MA FFS Coverage Responsibility</b>	FFS is responsible effective April 1.

<b>RULE: E-4c.</b>	
<b>Condition</b>	<b>A Recipient covered by a PH-MCO when admitted to a hospital loses MA eligibility while in the hospital (Recipient is not discharged). The Recipient regains MA eligibility retroactively after the month following the month in which the MA eligibility was ended, regardless of when MMIS Operations became aware of the action.</b>
<b>PH-MCO Coverage Responsibility</b>	<p>Example: A Recipient who is admitted to the hospital on March 10 loses MA eligibility effective March 22. The Recipient regains MA eligibility on May 15 retroactive to March 22. The PH-MCO coverage on CIS/eCIS shows the Recipient was end-dated March 31 and reopened in the PH-MCO with a new start date of May 15.</p>

	Because the MA eligibility was not reopened within the month following the month in which it was lost, the PH-MCO coverage is not reopened retroactive to the day it was end-dated on CIS/eCIS (March 31). The PH-MCO is only responsible for covering the Recipient through the end of March.
<b>MA FFS Coverage Responsibility</b>	FFS is responsible effective April 1.

<b>RULE: E-4d.</b>	
<b>Condition</b>	<b>A Recipient covered by a PH-MCO when admitted to a hospital loses MA eligibility while in the hospital. The Recipient is discharged from the hospital after the month in which the MA eligibility was lost but before the MA eligibility is regained by the Recipient and reopened retroactively, regardless of when MMIS Operations became aware of the situation.</b>
<b>PH-MCO Coverage Responsibility</b>	<p>Example: A Recipient who is admitted to the hospital on March 10 loses MA eligibility effective March 22. The Recipient is discharged from the hospital April 3. The Recipient regains MA eligibility on April 22 retroactive to March 22. The PH-MCO coverage on CIS/eCIS shows the Recipient was end-dated March 31 and reopened in the PH-MCO with a new begin date of April 22.</p> <p>Because the Recipient was discharged from the hospital before the MA eligibility was reopened, which resulted in a 3-day period of FFS coverage on CIS/eCIS, MMIS Operations does not reopen the PH-MCO coverage retroactive to April 1. The PH-MCO is only responsible for the stay through the end of March.</p>
<b>MA FFS Coverage Responsibility</b>	FFS is responsible effective April 1.

<b>RULE: E-4e.</b>	
<b>Condition</b>	<b>A hospitalized Recipient never regains MA eligibility.</b>
<b>PH-MCO Coverage Responsibility</b>	If the Recipient is never determined retroactively eligible for MA, the PH-MCO is only responsible for covering the Recipient through the end of the month in which MA eligibility ended.
<b>MA FFS Coverage Responsibility</b>	FFS is not responsible for coverage since the Recipient has not regained MA eligibility.

<b>RULE: E-5.</b>	
<b>Condition</b>	<b>A Recipient who is covered by PH-MCO when admitted to a hospital loses PH-MCO and assumes CHC-MCO while still in the hospital.</b>
<b>PH-MCO Coverage Responsibility</b>	<p>The surrendering PH-MCO is responsible for the hospital stay with the exceptions below. As of the gaining CHC-MCO's Start Date, the gaining CHC-MCO is responsible for the physician, DME, and all other Covered Services not included in the hospital bill.</p> <p>EXCEPTION #1: If the Recipient is still in the hospital on the gaining CHC-MCO Start Date, and the Recipient's gaining CHC-MCO Start Date is the first (1st) day of the month, the surrendering PH-MCO is financially responsible for the stay through the last day of the month. The gaining CHC-MCO is financially responsible for the stay beginning on the first day of the next month.</p> <p>Example: If a Recipient is admitted to a hospital on June 21 and the gaining CHC-MCO Start Date is July 1, the gaining CHC-MCO assumes payment responsibility for the stay on August 1. The surrendering PH-MCO remains financially responsible for the stay through July 31.</p> <p>EXCEPTION #2: If the Recipient is still in the hospital on the gaining CHC-MCO Start Date, and the Recipient's gaining CHC-MCO start date is any day other than the first day of the month, the surrendering PH-MCO is financially responsible for the stay through the last day of the following</p>

	<p>month. The gaining CHC-MCO is financially responsible for the stay beginning on the first day of the month following the next month.</p> <p>Example: If a Recipient is admitted to a hospital on June 21 and the gaining CHC-MCO start date is July 15, the gaining CHC-MCO assumes payment responsibility for the stay on September 1. The surrendering PH-MCO remains financially responsible for the stay through August 31.</p>
<b>MA FFS Coverage Responsibility</b>	There is no FFS coverage in this example.

<b>RULE: E-6.</b>	
<b>Condition</b>	<b>Recipient who is covered by CHC-MCO when admitted to a hospital loses CHC-MCO and assumes PH-MCO while still in the hospital.</b>
<b>PH-MCO Coverage Responsibility</b>	<p>The surrendering CHC-MCO is responsible for the hospital stay with the exceptions below. Starting with the gaining PH-MCO's Start Date, the gaining PH-MCO is responsible for the physician, DME, and all other Covered Services not included in the hospital bill.</p> <p>EXCEPTION #1: If the Recipient is still in the hospital on the gaining PH-MCO Start Date, and the Recipient's gaining PH-MCO Start Date is the first (1st) day of the month, the surrendering CHC-MCO is financially responsible for the stay through the last day of the month. The gaining PH-MCO is financially responsible for the stay beginning on the first day of the next month.</p> <p>Example: If a Recipient is admitted to a hospital on June 21 and the gaining PH-MCO Start Date is July 1, the gaining PHC-MCO assumes payment responsibility for the stay on August 1. The surrendering CHC-MCO remains financially responsible for the stay through July 31.</p> <p>EXCEPTION #2: If the Recipient is still in the hospital on the gaining PH-MCO Start Date, and the Recipient's gaining PH-MCO Start Date is any day other than the first day of the month, the surrendering CHC-MCO is financially responsible for the stay through the last day of the following month. The gaining PH-MCO is financially responsible for the stay beginning on the first day of the month following the next month.</p> <p>Example: If a Recipient is admitted to a hospital on June 21 and the gaining PH-MCO Start Date is July 15, the gaining PH-MCO assumes payment responsibility for the stay on September 1. The surrendering CHC-MCO remains financially responsible for the stay through August 31.</p>
<b>MA FFS Coverage Responsibility</b>	There is no FFS coverage in this example.

- F. Other Causes for Coverage Termination and Involuntary Disenrollment. If a condition described in the following sections occurs, the PH-MCO must notify the Department. In accordance with the Department's disenrollment guidelines, MMIS Operations will take action to disenroll the Member. The Department will recoup payments back to the month following the month in which the termination of coverage occurred, for up to twelve (12) months afterwards. For example, today's date is 9/18/2020 and central office staff end date managed care coverage 9/30/2019 – payments are recouped for 10/2019 through 9/2020).

If a Recipient is placed in a setting listed in these sections and is under FFS prior to the PH-MCO's Start Date, PH-MCO coverage will be voided and adjustments will be processed for any Capitation payments made.

The PH-MCO must notify the Department within sixty (60) days following the satisfaction of the Department's disenrollment guidelines in order for MMIS Operations to end-date the member's enrollment. Failure on the part of the PH-MCO to notify MMIS Operations within the sixty (60) days will result in the end date being delayed, thereby extending the PH-MCO's responsibility for covering the Recipient. The PH-MCO should not hold and then later submit the notifications.

<b>RULE: F-1a.</b>	
<b>Condition</b>	<b>A Member who is covered by a PH-MCO when admitted to a Nursing Facility transfers to a CHC-MCO.</b>
<b>PH-MCO Coverage Responsibility</b>	Residence in a nursing facility is not cause for disenrollment from a PH-MCO. If CIS/eCIS provides a CHC start date, and if the PH-MCO's responsibility to provide benefits absent this information continues up to the date prior to the CHC start date or an earlier date in the month of the CHC start date, or a later date, the last day of the PH-MCO's responsibility to provide benefits is the date prior to the CHC start date. Refer to the Agreement, Section VII., E.12.
<b>MA FFS Coverage Responsibility</b>	FFS is not responsible for coverage.

<b>RULE: F-1b.</b>	
<b>Condition</b>	<b>A Member who is covered by a PH-MCO when admitted to a Nursing Facility transfers to another PH-MCO.</b>
<b>PH-MCO Coverage Responsibility</b>	<p>The losing PH-MCO is responsible for the Nursing Facility stay with the following exceptions. Starting with the gaining PH-MCO's begin date, the gaining PH-MCO is responsible for the physician, DME and all other covered services not included in the Nursing Facility bill.</p> <p>Recipients who have facility codes 35 or 36 assigned prior to a plan transfer request being processed will have the plan transfer denied with code 53, Enrollment Conflicts with Facility/Waiver Code.</p> <p>EXCEPTION #1: If the Recipient is still in the Nursing Facility on the gaining PH-MCO coverage begin date, and the Recipient's gaining PH-MCO coverage begin date is the first day of the month, the losing PH-MCO is financially responsible for the stay through the last day of the month. The gaining PH-MCO is financially responsible for the stay beginning on the first day of the next month.</p> <p>Example: If a Recipient is admitted to a Nursing Facility on June 21 and the gaining PH-MCO coverage begin date is July 1, the gaining PH-MCO assumes payment responsibility for the stay on August 1. The losing PH-MCO remains financially responsible for the stay through July 31.</p>
<b>MA FFS Coverage Responsibility</b>	FFS is not responsible for coverage.

<b>RULE: F-1d.</b>	
<b>Condition</b>	<b>A Member is admitted to an out of state Nursing Facility (regardless of who places the Member in the facility).</b>
<b>PH-MCO Coverage Responsibility</b>	The PH-MCO is not responsible for Members who are placed in a Nursing Facility outside of Pennsylvania. A Member who is placed in an out-of-state Nursing Facility is disenrolled from the PH-MCO the day before the admission date.
<b>MA FFS Coverage Responsibility</b>	FFS is not responsible for coverage in an out of state Nursing Facility.



<b>RULE: F-1f.</b>	
<b>Condition</b>	<b>A member is admitted to a Veteran's Home (MA provider type/specialty 03/042).</b>
<b>PH-MCO Coverage Responsibility</b>	The PH-MCO is not responsible for Members who are admitted to a Veteran's Home. A Member who is admitted to a Veteran's Home is disenrolled from the PH-MCO the day before the admission date.
<b>MA FFS Coverage Responsibility</b>	FFS coverage is effective on the admission date.

<b>RULE: F-1g.</b>	
<b>Condition</b>	<b>A member is placed into Hospice care while in a Nursing Facility.</b>
<b>PH-MCO Coverage Responsibility</b>	If Hospice care begins during the Nursing Facility placement, the member remains the responsibility of the PH-MCO.
<b>MA FFS Coverage Responsibility</b>	FFS is not responsible for coverage.

<b>RULE: F-2a.</b>	
<b>Condition</b>	<b>A Member is enrolled in the CHC Waiver.</b>
<b>PH-MCO Coverage Responsibility</b>	If CIS/eCIS provides a CHC start date, and if the PH-MCO's responsibility to provide benefits absent this information continues up to the date prior to the CHC start date or an earlier date in the month of the CHC start date, or a later date, the last day of the PH-MCO's responsibility to provide benefits is the date prior to the CHC start date.
<b>MA FFS Coverage Responsibility</b>	FFS is not responsible for coverage.

<b>RULE: F-3.</b>	
<b>Condition</b>	<b>A Member is admitted to a State Facility (MA Provider Type/Specialty Codes 01/23 - Public Psychiatric Hospital and 03/37 - State LTC Unit located at State Mental Hospitals).</b>
<b>PH-MCO Coverage Responsibility</b>	The PH-MCO is not responsible for Members in a state facility. A Member admitted to a state facility is disenrolled from the PH-MCO the day before the admission date.
<b>MA FFS Coverage Responsibility</b>	FFS coverage is effective on the admission date.

<b>RULE: F-4.</b>	
<b>Condition</b>	<b>A Member is incarcerated in a Penal Facility, Correctional Institution (including work release), or Youth Development Center.</b>
<b>PH-MCO Coverage Responsibility</b>	The PH-MCO is not responsible for coverage since the Member is no longer eligible for MA upon placement in a correctional facility. The Member is disenrolled from the PH-MCO effective the day before incarceration in the facility or institution.
<b>MA FFS Coverage Responsibility</b>	FFS is not responsible for coverage since the Member is no longer eligible for MA upon placement in a correctional facility, except for inpatient hospital services.
<b>NOTE:</b>	This rule is based upon section 392.2 of the MA Eligibility Handbook which states, "For purposes of MA eligibility, other than eligibility for inpatient hospital services, the needs of an inmate in a correctional institution are the responsibility of the governmental authority exercising administrative control over the facility."

<b>RULE: F-5.</b>	
<b>Condition</b>	<b>A Member is placed in a Juvenile Detention Center (JDC).</b>
<b>PH-MCO Coverage Responsibility</b>	During the first thirty-five (35) days of a Member's placement in a JDC, the PH-MCO is responsible for all covered services that are provided to the Member <i>outside</i> of the JDC site.  A Member who is placed in a JDC is disenrolled from the PH-MCO after thirty-five (35) days.
<b>MA FFS Coverage Responsibility</b>	Services provided to the Member <i>onsite</i> at the JDC during the first thirty-five (35) days will be covered under the MA FFS Program.  FFS coverage is effective on the 36th day.

<b>RULE: F-6.</b>	
<b>Condition</b>	<b>A Member becomes eligible for the Health Insurance Premium Payment Program (HIPP).</b>
<b>PH-MCO Coverage Responsibility</b>	A Member determined to be HIPP eligible (Employer Group Health Plan) is disenrolled from the PH-MCO. HIPP-eligible MA Recipients are prevented from enrolling in PH-MCOs.
<b>MA FFS Coverage Responsibility</b>	FFS benefits with HIPP insurance coverage begin the day after the disenrollment date.

<b>RULE: F-7.</b>	
<b>Condition</b>	<b>A Member is enrolled in the Living Independence for the Elderly Program (LIFE) (MA Provider Type/Specialty Code 07/70 – LIFE)</b>  LIFE is Pennsylvania's managed care option for individuals who are Nursing Home Clinically Eligible (NFCE) and age 55 and older. It provides fully integrated acute care, long-term care, behavioral health, and pharmacy services to individuals who wish to remain in the community.
<b>PH-MCO Coverage Responsibility</b>	A Member enrolled in LIFE is disenrolled from the PH-MCO effective the day before the start date in the LIFE program.
<b>MA FFS Coverage Responsibility</b>	LIFE coverage begins the day after the disenrollment date.

G. Other Facility Placement Coverage - The following rules provide information relating to PH-MCO coverage of Recipients placed in other types of facilities.

<b>RULE: G-1.</b>	
<b>Condition</b>	<b>A Member is admitted to a state ICF-ID (MA Provider Type/Specialty Code 03/38 – State Intellectual Disability Center).</b>
<b>PH-MCO Coverage Responsibility</b>	A Member admitted to a state ICF-ID is disenrolled from the PH-MCO the day before the admission date.
<b>MA FFS Coverage Responsibility</b>	FFS coverage is effective on the admission date.

<b>RULE: G-2.</b>	
<b>Condition</b>	<b>A Member is admitted to a private ICF-ID/ICF-ORC (MA Provider Type/Specialty Code 03/32 – ICF-ID 8 Beds or Less, 03/33 – ICF-ID 9 Beds or More, and 03/39 – ICF/ORC).</b>

<b>PH-MCO Coverage Responsibility</b>	<p>A Member admitted to a private ICF-ID or ICF-ORC facility will continue to be covered by their selected PH-MCO for all covered physical health services with the exception of those services the ICF-ID or ICF-ORC has historically and customarily provided to residents of the facility or those services covered under the facility's per diem payment.</p> <p>The residential and treatment costs that are the responsibility of the ICF-ID or ICF-ORC under its agreement with DHS are not the responsibility of the BH-MCO. All other Behavioral Health Services are the responsibility of the BH-MCO.</p>
<b>MA FFS Coverage Responsibility</b>	FFS is responsible for the residential and treatment costs. DHS will make direct payments to the ICF-ID or ICF-ORC facility to cover room, board, ID-specific non-MA services, and physical and behavioral health services to the extent these services have been customarily and historically provided to residents of the facility.

<b>RULE: G-3.</b>	
<b>Condition</b>	<p><b>A. A Member is admitted to a JCAHO-approved Residential Treatment Facility (RTF) (MA Provider Type/Specialty Code 01/13 – Residential Treatment Facility (JCAHO Certified) Hospital).</b></p> <p><b>B. A Member is admitted to a non-JCAHO approved Residential Treatment Facility (RTF) (MA Provider Type/Specialty Code 56/560 – Residential Treatment Facility (Non-JCAHO Certified)).</b></p>
<b>PH-MCO Coverage Responsibility</b>	<p>A. With the exception of Children in Substitute Care who are placed in residential facilities by another government agency that has responsibility for these children, a Member placed in a JCAHO-approved RTF (MA Provider Type/Specialty Code 01/13 – Residential Treatment Facility (JCAHO Certified) Hospital) remains covered by their selected PH-MCO for all covered physical health services. The BH-MCO is responsible for the residential and treatment costs.</p> <p>B. A Member placed in a non-JCAHO approved RTF (MA Provider Type/Specialty Code 56/560 – Residential Treatment Facility (Non-JCAHO Certified) remains covered by their selected PH-MCO for all covered physical health services. The BH-MCO is responsible for the MA per diem. The Room &amp; Board per diem can be the responsibility of the BH-MCO, Children and Youth, or another agency, depending on medical necessity and who places the Recipient.</p>
<b>MA FFS Coverage Responsibility</b>	<p>A. FFS is responsible for the residential and treatment costs.</p> <p>B. FFS is responsible for the facility's per diem payment.</p>

<b>RULE: G-4.</b>	
<b>Condition</b>	<b>A Member is admitted to an Extended Acute Psychiatric Care Hospital (MA Provider Type/Specialty Code 01/18 – Extended Acute Psych Inpatient Unit).</b>
<b>PH-MCO Coverage Responsibility</b>	A Member admitted to an extended acute psychiatric hospital remains covered by the selected PH-MCO for all covered physical health services. If the Recipient is placed in the facility by the BH-MCO, BH-MCO is responsible for the residential and treatment costs.
<b>MA FFS Coverage Responsibility</b>	FFS is responsible for the residential/treatment costs.

<b>RULE: G-5.</b>	
<b>Condition</b>	<b>A Member is admitted to an Inpatient Private Psychiatric Facility (MA Provider Type/Specialty Code 01/11 – Private Psychiatric Hospital and 01/22 – Private Psychiatric Unit).</b>
<b>PH-MCO Coverage Responsibility</b>	A Member admitted to a private psychiatric hospital remains covered by the selected PH-MCO for all covered physical health services. The BH-MCO is responsible for the residential/treatment costs.
<b>MA FFS Coverage Responsibility</b>	FFS is responsible for the residential/treatment costs.

## EXHIBIT DD

### **PH-MCO MEMBER HANDBOOK**

A. The PH-MCO must ensure that the Member handbook contains written information regarding Member rights and protections and is written at no higher than a sixth grade reading level. The PH-MCO must provide a Member handbook in the appropriate prevalent language, or alternate format, to all members within five (5) business days of being notified of a Member's enrollment, but no sooner than five (5) business days before the member's effective date of enrollment. The PH-MCO may provide the Member handbook in formats other than hard copy. If this option is exercised, the PH-MCO must inform Members what formats are available and how to access each. Upon request, the PH-MCO must provide a hard copy version of the Member handbook to the Member.

B. In compliance with 42 C.F.R. §438.10(g), the content of the member handbook must include information that enables the member to understand how to effectively use the managed care program. At a minimum, the Member handbook shall include:

1. Benefits provided by the PH-MCO.
2. How and where to access benefits provided by the Department, including any cost sharing, and how transportation is provided.
  - a. In the case of a counseling or referral service that the PH-MCO does not cover because of moral or religious objections, the PH-MCO must inform Members that the service is not covered by the PH-MCO and provide information to Members about how to access the services
3. The amount, duration, and scope of benefits available in sufficient detail to ensure that Members understand the benefits to which they are entitled.
4. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the Member's PCP.
5. The extent to which, and how, after-hours and emergency coverage are provided, including:
  - a. What constitutes an emergency medical condition and emergency services.
  - b. The fact that prior authorization is not required for emergency services.
  - c. The fact that the Member has a right to use any hospital or other setting for emergency care.
6. Any restrictions on the Member's freedom of choice among network providers.

7. The extent to which, and how, Members may obtain benefits, including family planning services and supplies from out-of-network providers. This includes an explanation that the PH-MCO cannot require a Member to obtain a referral before choosing a family planning provider.
8. Any imposed cost sharing.
9. Member rights and responsibilities, including the elements specified in 42 C.F.R. §438.100.
10. The process of selecting and changing the Member's PCP.
11. Grievance, appeal, and fair hearing procedures and timeframes, consistent with 42 C.F.R. Subpart F §§ 438.400 – 438.424, in a DHS-developed or DHS-approved description. Such information must include:
  - a. The right to file grievances and appeals.
  - b. The requirements and timeframes for filing a grievance or appeal.
  - c. The availability of assistance in the filing process.
  - d. The right to request a DHS fair hearing after the PH-MCO has made a determination on a Member's appeal which is adverse to the Member.
  - e. The fact that, when requested by the member, benefits that the PH-MCO seeks to reduce or terminate will continue if the Member files an appeal or a request for a DHS fair hearing within the timeframes specified for filing, and that the Member may, consistent with DHS policy, be required to pay the cost of services furnished while the appeal of DHS fair hearing is pending if the final decision is adverse to the Member.
12. How to exercise an advance directive, as set forth in 42 C.F.R. § 438.3(j).
13. How to access auxiliary aids and services, including additional information in alternative formats or languages.
14. The toll-free telephone number for member services, medical management, and any other unit providing services directly to Members.
15. Information on how to report suspected fraud or abuse.
16. Any other content required by DHS.

**C.** Information required by this exhibit to be provided by the PH-MCO will be considered to be provided if the PH-MCO:

1. Mails a printed copy of the information to the Member's mailing address;
  2. Provides the information by email after obtaining the member's agreement to receive the information by email;
  3. Posts the information on the Web site of the PH-MCO and advises the Member in paper or electronic form that the information is available on the Internet and includes the applicable Internet address, provided that Members with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or
  4. Provides the information by any other method that can reasonably be expected to result in the Member receiving that information.
- D.** In compliance with 42 C.F.R. §438.10(c)(4)(ii), the PH-MCO is required to use the Member handbook template provided within this exhibit. The PH-MCO must make modifications in the language contained in the Member handbook if ordered by the Department so as to comply with the requirements described in Section V.F.15.a. of this Agreement.

## **[MCO – add cover sheet and taglines page]**

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## **HealthChoices Model Member Handbook**

Expedited Fair Hearing

What Can I Do if My Health Is at Immediate Risk?

# **Section – 1**

## **Welcome**

# HealthChoices Model Member Handbook

## Introduction

### What is HealthChoices?

HealthChoices is Pennsylvania's Medical Assistance managed care program. The Office of Medical Assistance Programs (OMAP) in Pennsylvania's Department of Human Services (DHS) oversees the physical health portion of HealthChoices. Physical health services are provided through the physical health managed care organizations (PH-MCOs). Behavioral health services are provided through behavioral health managed care organizations (BH-MCOs). For more information on behavioral health services, see page **[MCO insert page number]**.

### Welcome to [MCO Name]

**[MCO Name]** welcomes you as a member in HealthChoices and **[MCO Name]! [MCO to provide a brief description of plan including a map of counties where the plan operates.] [MCO Name]** has a network of contracted providers, facilities, and suppliers to provide covered physical health services to members. **[MCO to provide explanation of the need/importance to get services from network providers]**

## Member Services

Staff at Member Services can help you with:

**[MCO to provide list and description of things that Member Services can help with and services offered]**

**[MCO Name]**'s Member Services are available:

**[MCO to provide hours of operation]**

And can be reached at **[MCO Member Services Phone Number and TTY]**

Member Services can also be contacted in writing at:

**[MCO address]**

And

**[MCO to provide any additional means of contact (email, website, etc.)]**

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## Member Identification Cards

[MCO to provide description of member ID card and pharmacy card, if it has one, and image(s). The MCO should explain what information is on the card(s) and how they are used. It should also explain what to do if a card is lost or stolen, with a statement that explains services the member is receiving will continue and all services will continue to be available while the member waits for a new card to be delivered.]

You will also get an ACCESS or EBT card. You will need to present this card along with your **[MCO Name] ID** card at all appointments. If you lose your ACCESS or EBT card, call your County Assistance Office (CAO). The phone number for the CAO is listed later in the **Important Contact Information** section. You will receive the following card.



Until you get your **[MCO Name] ID** card, use your ACCESS or EBT card for your health care services that you get through HealthChoices.

## Important Contact Information

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The following is a list of important phone numbers you may need. If you are not sure who to call, please contact Member Services for help: **[MCO Member Services Phone Number and TTY]**.

### Emergencies

Please see Section 3, Covered Physical Health Services, beginning on page **[xx]**, for more information about emergency services. If you have an emergency, you can get help by going to the nearest emergency department, calling 911, or calling your local ambulance service.

### Important Contact Information – At a Glance

Name	Contact Information: Phone or Website	Support Provided
<b>Pennsylvania Department of Human Services Phone Numbers</b>		
County Assistance Office/COMPASS	1-877-395-8930 or 1-800-451-5886 (TTY/TTD) or <a href="http://www.compass.state.pa.us">www.compass.state.pa.us</a> or myCOMPASS PA mobile app for smart phones	Change your personal information for Medical Assistance eligibility. See page <b>[page]</b> of this handbook for more information.
Fraud and Abuse Reporting Hotline, Department of Human Services	1-844-DHS-TIPS (1-844-347-8477)	Report member or provider fraud or abuse in the Medical Assistance Program. See page <b>[page]</b> of this handbook for more information.
<b>Other Important Phone Numbers</b>		
<b>[MCO Name]</b> Nurse Call Line	<b>[MCO Name Nurse Call Line Phone Number]</b>	Talk with a nurse 24 hours a day, 7 days a week, about urgent health matters. See page <b>[page]</b> of this handbook for information.
Enrollment Assistance Program	1-800-804-3989 1-800-618-4255 (TTY)	Pick or change a HealthChoices plan. See page <b>[page]</b> of this handbook for more information.
Insurance Department, Bureau of Consumer Services	1-877-881-6388	Ask for a Complaint form, file a Complaint, or talk to a consumer services representative.

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Protective Services	1-800-490-8505	Report suspected abuse, neglect, exploitation, or abandonment of an adult over age 60 or an adult between age 18 and 59 who has a physical or mental disability.
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### Other Phone Numbers

**[MCO to provide list of relevant phone numbers (CAOs, MATP, etc.) in counties of operation here or make reference to an appendix at the end of the manual.]**  
**[The following is a list of resources as an example of what may be included, as appropriate. This is not an exhaustive list.]**

Childline	1-800-932-0313
County Assistance Office	<b>[MCO to provide]</b>
Crisis Intervention Services	<b>[MCO to provide]</b>
Legal Aid	<b>[MCO to provide]</b>
Medical Assistance Transportation Program	<b>[MCO to provide]</b>
Mental Health/Intellectual Disability Services	<b>[MCO to provide]</b>
National Suicide Prevention Lifeline	1-800-273-8255

### Communication Services

**[MCO Name]** can provide this Handbook and other information you need in languages other than English at no cost to you. **[MCO Name]** can also provide your Handbook and other information you need in other formats such as compact disc, Braille, large print, DVD, electronic communication, and other formats if you need them, at no cost to you. Please contact Member Services at **[MCO Member Services Phone Number and TTY]** to ask for any help you need. Depending on the information you need, it may take up to 5 business days for **[MCO Name]** to send you the information.

**[MCO Name]** will also provide an interpreter, including for American Sign Language or TTY services, if you do not speak or understand English or are deaf or hard of hearing. These services are available at no cost to you. If you need an interpreter, call Member Services at **[MCO Member Services Phone Number and TTY]** and Member Services will connect you with the interpreter service that meets your needs. For TTY services, call our specialized number at **[MCO TTY Direct Number]** or call Member Services who will connect you to the next available TTY line.

If your PCP or other provider cannot provide an interpreter for your appointment, **[MCO Name]** will provide one for you. Call Member Services at **[MCO Member Services Phone Number and TTY]** if you need an interpreter for an appointment.

# HealthChoices Model Member Handbook

## Enrollment

In order to get services in HealthChoices, you need to stay eligible for Medical Assistance. You will get paperwork or a phone call about renewing your eligibility. It is important that you follow instructions so that your Medical Assistance does not end. If you have questions about any paperwork you get or if you are unsure whether your eligibility for Medical Assistance is up to date, call **[MCO Name]** Member Services at **[MCO Member Services Phone Number and TTY]** or your CAO.

**[MCO to add enrollment information as necessary]**

## Enrollment Services

The Medical Assistance Program works with the Enrollment Assistance Program (EAP) to help you enroll in HealthChoices. You received information about the EAP with the information you received about selecting a HealthChoices plan. Enrollment specialists can give you information about all of the HealthChoices plans available in your area so that you can decide which one is best for you. If you do not pick a HealthChoices plan, a HealthChoices plan will be chosen for you. Enrollment specialists can also help you if you want to change your HealthChoices plan or if you move to another county.

Enrollment specialists can help you:

- Pick a HealthChoices plan
- Change your HealthChoices plan
- Pick a PCP when you first enroll in a HealthChoices plan
- Answer questions about all of the HealthChoices plans
- Determine whether you have special needs, which could help you decide which HealthChoices plan to pick
- Give you more information about your HealthChoices plan

To contact the EAP, call 1-800-440-3989 or 1-800-618-4225 (TTY).

## Changing Your HealthChoices Plan

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You may change your HealthChoices plan at any time, for any reason. To change your HealthChoices plan, call the EAP at 1-800-440-3989 or 1-800-618-4225 (TTY). They will tell you when the change to your new HealthChoices plan will start, and you will stay in **[MCO Name]** until then. It can take up to 6 weeks for a change to your HealthChoices plan to take effect. Use your **[MCO Name]** ID card at your appointments until your new plan starts.

### Changes in the Household

Call your CAO and Member Services at **[MCO Member Services Phone Number and TTY]** if there are any changes to your household.

For example:

- Someone in your household is pregnant or has a baby
- Your address or phone number changes
- You or a family member who lives with you gets other health insurance
- You or a family member who lives with you gets very sick or becomes disabled
- A family member moves in or out of your household
- There is a death in the family

A new baby is automatically assigned to the mother's current HealthChoices plan. You may change your baby's plan by calling the EAP at **1-800-440-3989**. Once the change is made you will receive a new HealthChoices member ID card for your baby.

Remember that it is important to call your CAO right away if you have any changes in your household because the change could affect your benefits.

### What Happens if I Move?

If you move out of your county, you may need to choose a new HealthChoices plan. Contact your CAO if you move. If **[MCO Name]** also serves your new county, you can stay with **[MCO Name]**. If **[MCO Name]** does not serve your new county, the EAP can help you select a new plan.

If you move out of state, you will no longer be able to get services through HealthChoices. Your caseworker will end your benefits in Pennsylvania. You will need to apply for benefits in your new state.

### Loss of Benefits



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There are a few reasons why you may lose your benefits completely.

They include:

- Your Medical Assistance ends for any reason. If you are eligible for Medical Assistance again within 6 months, you will be re-enrolled in the same HealthChoices plan unless you pick a different HealthChoices plan.
- You go to a nursing home outside of Pennsylvania.
- You have committed Medical Assistance fraud and have finished all appeals.
- You go to prison or are placed in a youth development center.

There are also reasons why you may no longer be able to receive services through a physical health MCO and you will be placed in the fee-for service program.

They include:

- You are placed in a juvenile detention center for more than 35 days in a row.
- You are 21 years of age or older and begin receiving Medicare Part D (Prescription Drug Coverage).
- You go to a state mental health hospital

You may also become eligible for Community HealthChoices. If you become eligible for Medicare coverage or become eligible for nursing facility or home and community based services, you will be eligible for Community HealthChoices. For more information on Community HealthChoices visit [www.healthchoices.pa.gov](http://www.healthchoices.pa.gov).

You will receive a notice from DHS if you lose your benefits or if you are no longer able to receive services through a physical health MCO and will begin to receive services through the fee-for-service system or Community HealthChoices.

## Information About Providers

The **[MCO Name]**'s provider directory has information about the providers in **[MCO Name]**'s network. The provider directory is located online here: **[MCO Provider Directory Website link]**. You may call Member Services at **[MCO Member Services Phone Number and TTY]** to ask that a copy of the provider directory be sent to you or

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to request information about where a doctor went to medical school or their residency program. You may also call Member Services to get help finding a provider. The provider directory includes the following information about network providers:

- Name, address, website address, email address, telephone number
- Whether or not the provider is accepting new patients
- Days and hours of operation
- The provider's credentials and board certifications
- The provider's specialty and services offered by the provider
- Whether or not the provider speaks languages other than English and, if so, which languages
- Whether or not the provider locations are wheelchair accessible

\*The information in the printed provider directory may change. You can call Member Services to check if the information in the provider directory is current. **[MCO Name]** updates the printed provider directory **[Frequency]**. The online directory is updated at least monthly.

### Picking Your Primary Care Provider (PCP)

Your PCP is the doctor or doctors' group who provides and works with your other health care providers to make sure you get the health care services you need. Your PCP refers you to specialists you need and keeps track of the care you get by all of your providers.

A PCP may be a family doctor, a general practice doctor, a pediatrician (for children and teens), or an internist (internal medicine doctor). You may also pick a certified registered nurse practitioner (CRNP) as a PCP. A CRNP works under the direction of a doctor and can do many of the same things a doctor can do such as prescribing medicine and diagnosing illnesses.

Some doctors have other medical professionals who may see you and provide care and treatment under the supervision of your PCP.

Some of these medical professionals may be:

- Physician Assistants

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- Medical Residents
- Certified Nurse-Midwives

If you have Medicare, you can stay with the PCP you have now even if your PCP is not in **[MCO Name]**'s network. If you do not have Medicare, your PCP must be in **[MCO Name]**'s network.

If you have special needs, you can ask for a specialist to be your PCP. The specialist needs to agree to be your PCP and must be in **[MCO Name]**'s network.

Enrollment specialists can help you pick your first PCP with **[MCO Name]**. If you do not pick a PCP through the EAP within 14 days of when you picked **[MCO Name]**, we will pick your PCP for you.

### **[MCO to provide any additional PCP information needed]**

## Changing Your PCP

If you want to change your PCP for any reason, call Member Services at **[MCO Member Services Phone Number and TTY]** to ask for a new PCP. If you need help finding a new PCP, you can go to **[MCO website address]**, which includes a provider directory, or ask Member Services to send you a printed provider directory.

**[MCO Name]** will send you a new ID card with the new PCP's name and phone number on it. The Member Services representative will tell you when you can start seeing your new PCP.

When you change your PCP, **[MCO Name]** can help coordinate sending your medical records from your old PCP to your new PCP. In emergencies, **[MCO Name]** will help to transfer your medical records as soon as possible.

If you have a pediatrician or pediatric specialist as a PCP, you may ask for help to change to a PCP who provides services for adults.

## Office Visits

### Making an Appointment with Your PCP

To make an appointment with your PCP, call your PCP's office. If you need help making an appointment, please call **[MCO Name]**'s Member Services at **[MCO Member Services Phone Number and TTY]**.

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If you need help getting to your doctor's appointment, please see the Medical Assistance Transportation Program (MATP) section on page **[MCO insert page number of MATP information]**, of this Handbook or call **[MCO Name]**'s Member Services at the phone number above.

If you do not have your **[MCO Name]** ID card by the time of your appointment, take your ACCESS or EBT card with you. You should also tell your PCP that you selected **[MCO Name]** as your HealthChoices plan.

### Appointment Standards

**[MCO Name]**'s providers must meet the following appointment standards:

- Your PCP should see you within 10 business days of when you call for a routine appointment.
- You should not have to wait in the waiting room longer than 30 minutes, unless the doctor has an emergency.
- If you have an urgent medical condition, your provider should see you within 24 hours of when you call for an appointment.
- If you have an emergency, the provider must see you immediately or refer you to an emergency room.
- If you are pregnant and
  - In your first trimester, your provider must see you within 10 business days of **[MCO Name]** learning you are pregnant.
  - In your second trimester, your provider must see you within 5 business days of **[MCO Name]** learning you are pregnant.
  - In your third trimester, your provider must see you within 4 business days of **[MCO Name]** learning you are pregnant.
  - Have a high-risk pregnancy, your provider must see you within 24 hours of **[MCO Name]** learning you are pregnant.

### Referrals

A referral is when your PCP sends you to a specialist. A specialist is a doctor (or a doctor's group) or a CRNP who focuses his or her practice on treating one disease or medical condition or a specific part of the body. If you go to a specialist without a referral from your PCP, you may have to pay the bill.

If **[MCO Name]** does not have at least 2 specialists in your area and you do not want to see the one specialist in your area, **[MCO Name]** will work with you to see an out-of-

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network specialist at no cost to you. Your PCP must contact **[MCO Name]** to let **[MCO Name]** know you want to see an out-of-network specialist and get approval from **[MCO Name]** before you see the specialist.

Your PCP will help you make the appointment with the specialist. The PCP and the specialist will work with you and with each other to make sure you get the health care you need.

Sometimes you may have a special medical condition where you need to see the specialist often. When your PCP refers you for several visits to a specialist, this is called a standing referral.

For a list of specialists in **[MCO Name]**'s network, please see the provider directory on our website at **[MCO Provider Directory Website link]** or call Member Services to ask for help or a printed provider directory.

### Self-Referrals

Self-referrals are services you arrange for yourself and do not require that your PCP arrange for you to receive the service. You must use a **[MCO Name]** network provider unless **[MCO Name]** approves an out-of-network provider.

The following services do not require referral from your PCP:

- Prenatal visits
- Routine obstetric (OB) care
- Routine gynecological (GYN) care
- Routine family planning services (may see out-of-network provider without approval)
- Routine dental services
- Routine eye exams
- Emergency services

You do not need a referral from your PCP for behavioral health services. You can call your behavioral health managed care organization for more information. Please see section 7 of the handbook, on page **[MCO to add page number]** for more information

### After-Hours Care

You can call your PCP for non-emergency medical problems 24 hours a day, 7 days a week. On-call health care professionals will help you with any care and treatment you need.

**[MCO Name]** has a toll-free nurse hotline at **[MCO Nurse Hotline Phone Number]** that you can also call 24 hours a day, 7 days a week. A nurse will talk with you about your urgent health matters.

## **HealthChoices Model Member Handbook**

### **Member Engagement**

#### **Suggesting Changes to Policies and Services**

**[MCO Name]** would like to hear from you about ways to make your experience with HealthChoices better. If you have suggestions for how to make the program better or how to deliver services differently, please contact **[MCO Contact]**.

#### **[MCO Name] Health Education Advisory Committee (HEAC)**

**[MCO Name]** has a Health Education Advisory Committee (HEAC) that includes members and network providers. The Committee provides advice to **[MCO Name]** about the experiences and needs of members like you. For more information about the Committee, please call **[MCO phone number]** or visit the website at **[MCO Name website]**.

#### **[MCO Name] Quality Improvement Program**

**[MCO to provide description of its quality improvement program including contact information]**

## **Section – 2**

# **Rights and Responsibilities**

## HealthChoices Model Member Handbook

### Member Rights and Responsibilities

**[MCO Name]** and its network of providers do not discriminate against members based on race, sex, religion, national origin, disability, age, sexual orientation, gender identity, or any other basis prohibited by law.

As a **[MCO Name]** member, you have the following rights and responsibilities.

#### Member Rights

You have the right:

1. To be treated with respect, recognizing your dignity and need for privacy, by **[MCO Name]** staff and network providers.
2. To get information in a way that you can easily understand and find help when you need it.
3. To get information that you can easily understand about **[MCO Name]**, its services, and the doctors and other providers that treat you.
4. To pick the network health care providers that you want to treat you.
5. To get emergency services when you need them from any provider without **[MCO Name]**'s approval.
6. To get information that you can easily understand and talk to your providers about your treatment options, risks of treatment, and tests that may be self-administered without any interference from **[MCO Name]**.
7. To make all decisions about your health care, including the right to refuse treatment. If you cannot make treatment decisions by yourself, you have the right to have someone else help you make decisions or make decisions for you.
8. To talk with providers in confidence and to have your health care information and records kept confidential.
9. To see and get a copy of your medical records and to ask for changes or corrections to your records.
10. To ask for a second opinion.
11. To file a Grievance if you disagree with **[MCO Name]**'s decision that a service is not medically necessary for you.
12. To file a Complaint if you are unhappy about the care or treatment you have received.



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- 13.To ask for a DHS Fair Hearing.
- 14.To be free from any form of restraint or seclusion used to force you to do something, to discipline you, to make it easier for the provider, or to punish you.
- 15.To get information about services that **[MCO Name]** or a provider does not cover because of moral or religious objections and about how to get those services.
- 16.To exercise your rights without it negatively affecting the way DHS, **[MCO Name]**, and network providers treat you.
- 17.To create an advance directive. See Section 6 on page **[MCO to add page number]** for more information.
- 18.To make recommendations about the rights and responsibilities of **[MCO name]**'s members.

### Member Responsibilities

Members need to work with their health care service providers. **[MCO Name]** needs your help so that you get the services and supports you need.

These are the things you should do:

1. Provide, to the extent you can, information needed by your providers.
2. Follow instructions and guidelines given by your providers.
3. Be involved in decisions about your health care and treatment.
4. Work with your providers to create and carry out your treatment plans.
5. Tell your providers what you want and need.
6. Learn about **[MCO Name]** coverage, including all covered and non-covered benefits and limits.
7. Use only network providers unless **[MCO Name]** approves an out-of-network provider or you have Medicare.
8. Get a referral from your PCP to see a specialist.
9. Respect other patients, provider staff, and provider workers.
- 10.Make a good-faith effort to pay your co-payments.
- 11.Report fraud and abuse to the DHS Fraud and Abuse Reporting Hotline.

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### Privacy and Confidentiality

**[MCO Name]** must protect the privacy of your protected health information (PHI). **[MCO Name]** must tell you how your PHI may be used or shared with others. This includes sharing your PHI with providers who are treating you or so that **[MCO Name]** can pay your providers. It also includes sharing your PHI with DHS. This information is included in **[MCO Name]**'s Notice of Privacy Practices. To get a copy of **[MCO Name]**'s Notice of Privacy Practices, please call **[MCO Privacy Contact]** or visit **[MCO Website]**.

### Co-payments

A co-payment is the amount you pay for some covered services. It is usually only a small amount. You will be asked to pay your co-payment when you get the service, but you cannot be denied a service if you are not able to pay a co-payment at that time. If you did not pay your co-payment at the time of the service, you may receive a bill from your provider for the co-payment.

Co-payment amounts can be found in the Covered Services chart starting on page **[MCO to insert page number]** of this Handbook.

The following members do not have to pay co-payments:

- Members under age 18
- Pregnant women (including 60 days after the child is born (the post-partum period))
- Members who live in a long-term care facility, including Intermediate Care Facilities for the Intellectually Disabled and Other Related Conditions or other medical institution
- Members who live in a personal care home or domiciliary care home
- Members eligible for benefits under the Breast and Cervical Cancer Prevention and Treatment Program
- Members eligible for benefits under Title IV-B Foster Care and Title IV-E Foster Care and Adoption Assistance

The following services do not require a co-payment:

- Emergency services
- Laboratory services
- Family planning services, including supplies
- Hospice services
- Home health services

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- Tobacco cessation services
- **[MCO to identify any additional services exempt from co-payment]**

### What if I Am Charged a Co-payment and I Disagree?

If you believe that a provider charged you the wrong amount for a co-payment or a co-payment you believe you should not have had to pay, you can file a Complaint with **[MCO Name]**. Please see Section 8, Complaints, Grievances, and Fair Hearings for information on how to file a Complaint, or call Member Services at **[MCO Member Services Phone Number and TTY]**.

## Billing Information

Providers in **[MCO Name]**'s network may not bill you for medically necessary services that **[MCO Name]** covers. Even if your provider has not received payment or the full amount of his or her charge from **[MCO Name]**, the provider may not bill you. This is called balance billing.

### When Can a Provider Bill Me?

Providers may bill you if:

- You did not pay your co-payment.
- You received services from an out-of-network provider without approval from **[MCO Name]** and the provider told you before you received the service that the service would not be covered, and you agreed to pay for the service.
- You received services that are not covered by **[MCO Name]** and the provider told you before you received the service that the service would not be covered, and you agreed to pay for the service.
- You received a service from a provider that is not enrolled in the Medical Assistance Program.

### What Do I Do if I Get a Bill?

If you get a bill from a **[MCO Name]** network provider and you think the provider should not have billed you, you can call Member Services at **[MCO Member Services Phone Number and TTY]**.

**[MCO may add additional steps it would like members to take (call provider, return bill with MCO ID number)]**

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If you get a bill from a provider for one of the above reasons that a provider is allowed to bill you, you should pay the bill or call the provider.

### Third-Party Liability

You may have Medicare or other health insurance. Medicare or your other health insurance is your primary insurance. This other insurance is known as “third party liability” or TPL. Having other insurance does not affect your Medical Assistance eligibility. In most cases, your Medicare or other insurance will pay your PCP or other provider before **[MCO Name]** pays. **[MCO Name]** can only be billed for the amount that your Medicare or other health insurance does not pay.

You must tell both your CAO and Member Services at **[Member Services Phone Number and TTY]** if you have Medicare or other health insurance. When you go to a provider or to a pharmacy you must tell the provider or pharmacy about all forms of medical insurance you have and show the provider or pharmacy your Medicare card or other insurance card, ACCESS or EBT card, and your **[MCO Name]** ID card. This helps make sure your health care bills are paid timely and correctly.

### Coordination of Benefits

If you have Medicare and the service or other care you need is covered by Medicare, you can get care from any Medicare provider you pick. The provider does not have to be in **[MCO Name]**'s network. You also do not have to get prior authorization from **[MCO Name]** or referrals from your Medicare PCP to see a specialist. **[MCO Name]** will work with Medicare to decide if it needs to pay the provider after Medicare pays first, if the provider is enrolled in the Medical Assistance Program.

If you need a service that is not covered by Medicare but is covered by **[MCO Name]**, you must get the service from a **[MCO Name]** network provider. All **[MCO Name]** rules, such as prior authorization and specialist referrals, apply to these services.

If you do not have Medicare but you have other health insurance and you need a service or other care that is covered by your other insurance, you must get the service from a provider that is in both the network of your other insurance and **[MCO Name]**'s network. You need to follow the rules of your other insurance and **[MCO Name]**, such as prior authorization and specialist referrals. **[MCO Name]** will work with your other insurance to decide if it needs to pay for the services after your other insurance pays the provider first.

If you need a service that is not covered by your other insurance, you must get the services from a **[MCO Name]** network provider. All **[MCO Name]** rules, such as prior authorization and specialist referrals, apply to these services.

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### Recipient Restriction/Lock-in Program

The Recipient Restriction/Member Lock-In Program requires a member to use specific providers if the member has abused or overused his or her health care or prescription drug benefits. **[MCO Name]** works with DHS to decide whether to limit a member to a doctor, pharmacy, hospital, dentist, or other provider.

#### How Does it Work?

**[MCO Name]** reviews the health care and prescription drug services you have used. If **[MCO Name]** finds overuse or abuse of health care or prescription services, **[MCO Name]** asks DHS to approve putting a limit on the providers you can use. If approved by DHS, **[MCO Name]** will send you a written notice that explains the limit.

You can pick the providers, or **[MCO Name]** will pick them for you. If you want a different provider than the one **[MCO Name]** picked for you, call Member Services at **[Member Services Phone Number and TTY]**. The limit will last for 5 years even if you change HealthChoices plans.

If you disagree with the decision to limit your providers, you may appeal the decision by asking for a DHS Fair Hearing, within 30 days of the date of the letter telling you that **[MCO Name]** has limited your providers.

You must sign the **written** request for a Fair Hearing and send it to:

Department of Human Services  
Office of Administration  
Bureau of Program Integrity - DPPC  
Recipient Restriction Section  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675

If you need help asking for a Fair Hearing, please call Member Services at **[MCO Member Services Phone Number and TTY]** or contact your local legal aid office.

If your appeal is postmarked within 10 days of the date on **[MCO Name]**'s notice, the limits will not apply until your appeal is decided. If your appeal is postmarked more than 10 days but within 30 days from the date on the notice, the limits will be in effect until your appeal is decided. The Bureau of Hearings and Appeals will let you know, in writing, of the date, time, and place of your hearing. You may not file a Grievance or Complaint through **[MCO Name]** about the decision to limit your providers.

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After 5 years, **[MCO Name]** will review your services again to decide if the limits should be removed or continued and will send the results of its review to DHS. **[MCO Name]** will tell you the results of the review in writing.

### Reporting Fraud or Abuse

#### How Do I Report Member Fraud or Abuse?

If you think that someone is using your or another member's **[MCO Name]** card to get services, equipment, or medicines, is forging or changing their prescriptions, or is getting services they do not need, you can call the **[MCO Name]** Fraud and Abuse Hotline at **[Insert Phone Number and TTY]** to give **[MCO Name]** this information. You may also report this information to the DHS Fraud and Abuse Reporting Hotline at 1-844-DHS-TIPS (1-844-347-8477).

#### How Do I Report Provider Fraud or Abuse?

Provider fraud is when a provider bills for services, equipment, or medicines you did not get or bills for a different service than the service you received. Billing for the same service more than once or changing the date of the service are also examples of provider fraud. To report provider fraud you can call the **[MCO Name]**'s Fraud and Abuse Hotline at **[Insert Phone Number]**. You may also report this information to the DHS Fraud and Abuse Reporting Hotline at 1-844-DHS-TIPS (1-844-347-8477).

## **Section 3 – Physical Health Services**

## HealthChoices Model Member Handbook

### Covered Services

The chart below lists the services that are covered by **[MCO Name]** when the services are medically necessary. Some of the services have limits or co-payments, or need a referral from your PCP or require prior authorization by **[MCO Name]**. If you need services beyond the limits listed below, your provider can ask for an exception, as explained later in this section. Limits do not apply if you are under age 21 or pregnant.

**[MCO to complete table, including additional services that MCO covers]**

Service		Children	Adults
Primary Care Provider	Limit		
	Co-payment		
	Prior Authorization / Referral		
Specialist	Limit		
	Co-payment		
	Prior Authorization / Referral		
Certified Registered Nurse Practitioner	Limit		
	Co-payment		
	Prior Authorization / Referral		
Federally Qualified Health Center / Rural Health Center	Limit		
	Co-payment		
	Prior Authorization / Referral		
Outpatient Non-Hospital Clinic	Limit		
	Co-payment		
	Prior Authorization / Referral		
Outpatient Hospital Clinic	Limit		
	Co-payment		
	Prior Authorization / Referral		
Podiatrist Services	Limit		
	Co-payment		
	Prior Authorization / Referral		
Chiropractor Services	Limit		
	Co-payment		
	Prior Authorization / Referral		
Optometrist Services	Limit		
	Co-payment		
	Prior Authorization / Referral		
Hospice Care	Limit		
	Co-payment		
	Prior Authorization / Referral		
Dental Care Services	Limit		
	Co-payment		
	Prior Authorization / Referral		



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Service		Children	Adults
Radiology (ex. X-rays, MRIs, CTs)	Limit		
	Co-payment		
	Prior Authorization / Referral		
Outpatient Hospital Short Procedure Unit	Limit		
	Co-payment		
	Prior Authorization / Referral		
Outpatient Ambulatory Surgical Center	Limit		
	Co-payment		
	Prior Authorization / Referral		
Non-Emergency Medical Transport	Limit		
	Co-payment		
	Prior Authorization / Referral		
Family Planning Services	Limit		
	Co-payment		
	Prior Authorization / Referral		
Renal Dialysis	Limit		
	Co-payment		
	Prior Authorization / Referral		
Emergency Services	Limit		
	Co-payment		
	Prior Authorization / Referral		
Urgent Care Services	Limit		
	Co-payment		
	Prior Authorization / Referral		
Ambulance Services	Limit		
	Co-payment		
	Prior Authorization / Referral		
Inpatient Hospital	Limit		
	Co-payment		
	Prior Authorization / Referral		
Inpatient Rehab Hospital	Limit		
	Co-payment		
	Prior Authorization / Referral		
Maternity Care	Limit		
	Co-payment		
	Prior Authorization / Referral		
Prescription Drugs	Limit		
	Co-payment		
	Prior Authorization / Referral		
Enteral/Parenteral Nutritional Supplements	Limit		
	Co-payment		
	Prior Authorization / Referral		
	Limit		

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Service		Children	Adults
Nursing Facility Services	Co-payment		
	Prior Authorization / Referral		
Home Health Care including Nursing, Aide, and Therapy Services	Limit		
	Co-payment		
	Prior Authorization / Referral		
Durable Medical Equipment	Limit		
	Co-payment		
	Prior Authorization / Referral		
Prosthetics and Orthotics	Limit		
	Co-payment		
	Prior Authorization / Referral		
Eyeglass Lenses	Limit		
	Co-payment		
	Prior Authorization / Referral		
Eyeglass Frames	Limit		
	Co-payment		
	Prior Authorization / Referral		
Contact Lenses	Limit		
	Co-payment		
	Prior Authorization / Referral		
Medical Supplies	Limit		
	Co-payment		
	Prior Authorization / Referral		
Therapy (Physical, Occupational, Speech)	Limit		
	Co-payment		
	Prior Authorization / Referral		
Laboratory	Limit		
	Co-payment		
	Prior Authorization / Referral		
Tobacco Cessation	Limit		
	Co-payment		
	Prior Authorization / Referral		

**[MCO to add any additional information regarding covered services as necessary]**

### Services That Are Not Covered

There are physical health services that **[MCO Name]** does not cover. If you have any questions about whether or not **[MCO Name]** covers a service for you, please call Member Services at **[MCO Member Services Phone Number and TTY]**.

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MCOs may not cover experimental medical procedures, medicines, and equipment.

### Second Opinions

You have the right to ask for a second opinion if you are not sure about any medical treatment, service, or non-emergency surgery that is suggested for you. A second opinion may give you more information that can help you make important decisions about your treatment. A second opinion is available to you at no cost other than a co-pay.

Call your PCP to ask for the name of another **[MCO Name]** network provider to get a second opinion. If there are not any other providers in **[MCO Name]**'s network, you may ask **[MCO Name]** for approval to get a second opinion from an out-of-network provider.

### What is Prior Authorization?

Some services or items need approval from **[MCO Name]** before you can get the service. This is called Prior Authorization. For services that need prior authorization, **[MCO Name]** decides whether a requested service is medically necessary before you get the service. You or your provider must make a request to **[MCO Name]** for approval before you get the service.

### What Does Medically Necessary Mean?

Medically necessary means that a service, item, or medicine does one of the following:

- It will, or is reasonably expected to, prevent an illness, condition, or disability;
- It will, or is reasonably expected to, reduce or improve the physical, mental, or developmental effects of an illness, condition, injury or disability;
- It will help you to get or keep the ability to perform daily tasks, taking into consideration both your abilities and the abilities of someone of the same age.

If you need any help understanding when a service, item, or medicine is medically necessary or would like more information, please call Member Services at **[MCO Member Services Phone Number and TTY]**.

**[MCO to add additional prior authorization information as necessary]**

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### How to Ask for Prior Authorization

**[Insert detailed steps that MCO requires for prior authorization here, including all contact information.]**

If you need help to better understand the prior authorization process, talk to your PCP or specialist or call Member Services at **[MCO Member Services Phone Number and TTY]**.

If you or your provider would like a copy of the medical necessity guidelines or other rules that were used to decide your prior authorization request, **[Insert MCO information here on how to obtain the information.]**

### What Services, Items, or Medicines Need Prior Authorization?

The following chart identifies some, but not all services, items, and medicines that require prior authorization.

**[Insert chart of covered services, items, and medicines that require prior authorization]**

### **[TO BE ADDED IF MCO DOES NOT HAVE SEPARATE PA AND PE PROCESSES:]**

For those services that have limits, if you or your provider believes that you need more services than the limit on the service allows, you or your provider can ask for more services through the prior authorization process.

If you are or your provider is unsure about whether a service, item, or medicine requires prior authorization, call Member Services at **[MCO Member Services Phone Number and TTY]**.

### Prior Authorization of a Service or Item

**[MCO Name]** will review the prior authorization request and the information you or your provider submitted. **[MCO Name]** will tell you of its decision within 2 business days of the date **[MCO Name]** received the request if **[MCO Name]** has enough information to decide if the service or item is medically necessary.

If **[MCO Name]** does not have enough information to decide the request, we must tell your provider within 48 hours of receiving the request that we need more information to decide the request and allow 14 days for the provider to give us more information.

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**[MCO Name]** will tell you of our decision within 2 business days after **[MCO Name]** receives the additional information.

You and your provider will get a written notice telling you if the request is approved or denied and, if it was denied, the reason it was denied.

### Prior Authorization of Outpatient Drugs

**[MCO Name]** will review a prior authorization request for outpatient drugs, which are drugs that you do not get in the hospital, within 24 hours from when **[MCO Name]** gets the request. You and your provider will get a written notice telling you if the request is approved or denied and, if it was denied, the reason it was denied.

If you go to a pharmacy to fill a prescription and the prescription cannot be filled because it needs prior authorization, the pharmacist will give you a temporary supply unless the pharmacist thinks the medicine will harm you. If you have not already been taking the medicine, you will get a 72-hour supply. If you have already been taking the medicine, you will get a 15-day supply. Your provider will still need to ask **[MCO Name]** for prior authorization as soon as possible

The pharmacist will not give you the 15-day supply for a medicine that you have been taking if you get a denial notice from **[MCO Name]** 10 days before your prescription ends telling you that the medicine will not be approved again and you have not filed a Grievance.

### What if I Receive a Denial Notice?

If **[MCO Name]** denies a request for a service, item, or drug or does not approve it as requested, you can file a Grievance or a Complaint. If you file a Complaint or a Grievance for denial of an ongoing medication, **[MCO Name]** must authorize the medication until the Complaint or Grievance is resolved. See Section 8, Complaints, Grievances, and Fair Hearings, starting on page **[MCO to add page number]** of this Handbook for detailed information on Complaints and Grievances.

### Program Exception Process

For those services that have limits, if you or your provider believes that you need more services than the limits on the service allows, you or your provider can ask for a program exception (PE). The PE process is different from the Dental Benefit Limit Exception process described on page **[MCO to insert page number]**.

To ask for a PE, **[MCO to add information on how to request a PE]**

## HealthChoices Model Member Handbook

[MCO to add additional Program Exception information as necessary]

### Service Descriptions

#### Emergency Services

Emergency services are services needed to treat or evaluate an emergency medical condition. An emergency medical condition is an injury or illness that is so severe that a reasonable person with no medical training would believe that there is an immediate risk to a person's life or long-term health. If you have an emergency medical condition, go to the nearest emergency room, dial 911, or call your local ambulance provider. You do **not** have to get approval from [MCO Name] to get emergency services and you may use any hospital or other setting for emergency care.

Below are some examples of emergency medical conditions and non-emergency medical conditions:

#### Emergency medical conditions

- Heart attack
- Chest pain
- Severe bleeding
- Intense pain
- Unconsciousness
- Poisoning

#### Non-emergency medical conditions

- Sore throat
- Vomiting
- Cold or flu
- Backache
- Earache
- Bruises, swelling, or small cuts

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If you are unsure if your condition requires emergency services, call your PCP or the **[MCO Name] Nurse Hotline** at **[MCO Nurse Hotline Phone Number]** 24 hours a day, 7 days a week.

**[MCO to add any additional information about emergency services as necessary]**

### Emergency Medical Transportation

**[MCO Name]** covers emergency medical transportation by an ambulance for emergency medical conditions. If you need an ambulance, call 911 or your local ambulance provider. Do not call MATP (described on page **[MCO to insert page number]** of this Handbook) for emergency medical transportation.

### Urgent Care

**[MCO Name]** covers urgent care for an illness, injury, or condition which if not treated within 24 hours, could rapidly become a crisis or an emergency medical condition. This is when you need attention from a doctor, but not in the emergency room.

If you need urgent care, but you are not sure if it is an emergency, call your PCP or the **[MCO Name] Nurse Hotline** at **[MCO Nurse Hotline phone number]** first. Your PCP or the hotline nurse will help you decide if you need to go to the emergency room, the PCP's office, or an urgent care center near you. In most cases if you need urgent care, your PCP will give you an appointment within 24 hours. If you are not able to reach your PCP or your PCP cannot see you within 24 hours and your medical condition is not an emergency, you may also visit an urgent care center or walk-in clinic within **[MCO Name]**'s network. Prior authorization is not required for services at an Urgent Care center.

Some examples of medical conditions that may need urgent care include:

- Vomiting
- Coughs and fever
- Sprains
- Rashes
- Earaches
- Diarrhea
- Sore throats
- Stomach aches

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If you have any questions, please call Member Services at **[MCO Member Services Phone Number and TTY]**.

**[MCO to add any additional information about urgent care services as necessary]**

### Dental Care Services

**[MCO to provide information on DBM if applicable]**

#### Members Under 21 Years of Age

**[MCO Name]** provides all medically necessary dental services for children under 21 years of age. Children may go to a participating dentist within the **[DBM / MCO Name]** network.

Dental visits for children do not require a referral. If your child is 1 year old or older and does not have a dentist, you can ask your child's PCP to refer your child to a dentist for regular dental checkups. For more information on dental services, contact **[MCO Name]** Member Services at **[MCO Member Services Phone Number and TTY]**.

**[MCO to include further details and specifics including covered service, co-payments, and prior authorization requirement]**

#### Members 21 Years of Age and Older

**[MCO Name]** covers some dental benefits for members 21 years of age and older through dentists in the **[DBM / MCO Name]** network. Some dental services have limits.

**[MCO to include further details and specifics including process for choosing and changing a dentist, covered services, co-payments, and prior authorization and BLE requirements]**

#### Dental Benefit Limit Exception

Some dental services are only covered with a Benefit Limit Exception (BLE). You or your dentist can also ask for a BLE if you or your dentist believes that you need more dental services than the limits allow.

**[MCO Name]** will approve a BLE if:

- You have a serious or chronic illness or health condition and without the additional service your life would be in danger; OR



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- You have a serious or chronic illness or health condition and without the additional service your health would get much worse; OR
- You would need more expensive treatment if you do not get the requested service; OR
- It would be against federal law for **[MCO Name]** to deny the exception.

To ask for a BLE before you receive the service, you or your dentist can call **[MCO/DBM Name]** Member Services at **[MCO/DBM Member Services Phone Number and TTY]** or send the request to:

**[MCO/DBM Contact Address].**

BLE requests must include the following information:

- Your name
- Your address
- Your phone number
- The service you need
- The reason you need the service
- Your provider's name
- Your provider's phone number

### Time Frames for Deciding a Benefit Limit Exception

If you or your provider asks for an exception before you get the service, **[MCO Name]** will let you know whether or not the BLE is approved within the same time frame as the time frame for prior authorization requests, described on page **[MCO to insert page number]**. **[or MCO can repeat the time frame]**.

If your dentist asks for an exception after you got the service, **[MCO Name]** will let you know whether or not the BLE request is approved within 30 days of the date **[MCO Name]** gets the request.

If you disagree with or are unhappy with **[MCO Name]**'s decision, you may file a Complaint or Grievance with **[MCO Name]**. For more information on the Complaint and

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Grievance process, please see Section 8 of this Handbook, Complaints, Grievances, and Fair Hearings on page [MCO to insert page number].

### Vision Care Services

[MCO to provide information on Vision Benefit Manager if applicable]

#### Members Under 21 Years of Age

[MCO Name] covers all medically necessary vision services for children under 21 years of age. Children may go to a participating vision provider within the [MCO/VBM Name] network.

[MCO to include further details and specifics including covered service, co-payments, and prior authorization requirement]

#### Members 21 Years of Age and Older

[MCO Name] covers some vision services for members 21 years of age and older through providers within the [MCO/VBM Name] network.

[MCO to include further details and specifics including covered service, co-payments, and prior authorization requirement]

### Pharmacy Benefits

[MCO Name] covers pharmacy benefits that include prescription medicines and over-the-counter medicines and vitamins with a doctor's prescription.

### Prescriptions

When a provider prescribes a medication for you, you can take it to any pharmacy that is in [MCO Name]'s network. You will need to have your [MCO Name] prescription ID card with you and you may have a co-payment if you are over the age of 18. [MCO Name] will pay for any medicine listed on the Statewide PDL and [MCO Name]'s supplemental formulary and may pay for other medicines if they are prior authorized. Either your prescription or the label on your medicine will tell you if your doctor ordered refills of the prescription and how many refills you may get. If your doctor ordered refills, you may only get 1 refill at a time. If you have questions about whether a prescription medicine is covered, need help finding a pharmacy in [MCO Name]'s network, or have any other questions, please call Member Services at [MCO Member Services Phone Number and TTY].

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**[MCO to add additional information on prescriptions as necessary]**

### **Statewide Preferred Drug List (PDL) and [MCO Name] Supplemental Formulary**

**[MCO Name]** covers medicines listed on the Statewide Preferred Drug List (PDL) and the **[MCO Name]** supplemental formulary. This is what your PCP or other doctor should use when deciding what medicines you should take. Both the Statewide PDL and **[MCO Name]** supplemental formulary cover both brand name and generic drugs. . Generic drugs contain the same active ingredients as brand name drugs. Any medicine prescribed by your doctor that is not on the Statewide PDL and **[MCO Name]**'s supplemental formulary needs prior authorization. The Statewide PDL and **[MCO Name]**'s supplemental formulary can change from time to time, so you should make sure that your provider has the latest information when prescribing a medicine for you.

If you have any questions or to get a copy of the the Statewide PDL and **[MCO Name]**'s supplemental formulary, call Member Services at **[MCO Member Services Phone Number and TTY]** or visit **[MCO Name]**'s website at **[MCO to insert link to formulary on website]**.

**[MCO to add any additional information on the drug formulary as necessary]**

### **Reimbursement for Medication**

**[MCO to provide description of any potential reimbursement for medication]**

### **Specialty Medicines**

The Statewide PDL and **[MCO Name]**'s supplemental formulary includes medicines that are called specialty medicines. A prescription for these medicines needs to be prior authorized **[MCO may remove sentence if prior authorization is not required]**. You may have a co-payment for your medicine. To see the Statewide Preferred Drug List, the **[MCO Name]**'s supplemental formulary and a complete list of specialty medicines, call Member Services at **[MCO Member Services Phone Number and TTY]** or visit **[MCO Name]**'s website at **[MCO to insert link to formulary on website]**.

You will need to get these medicines from a specialty pharmacy. A specialty pharmacy can mail your medicines directly to you and will not charge you for sending you your medicines. The specialty pharmacy will contact you before sending your medicine. The pharmacy can also answer any questions you have about the process. You can pick any specialty pharmacy that is in **[MCO Name]**'s network. For the list of network

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specialty pharmacies, please call Member Services at **[MCO Member Services Phone Number and TTY]** or see the provider directory on **[MCO Name]**'s website at **[MCO to insert link to provider directory on website]**. For any other questions or more information please call Member Services at **[MCO Member Services Phone Number and TTY]**.

### Over-the-Counter Medicines

**[MCO Name]** covers over-the-counter medicines when you have a prescription from your provider. You will need to have your **[MCO Name]** prescription ID card with you and you may have a co-payment. The following are some examples of covered over-the-counter medicines:

- Sinus and allergy medicine
- Tylenol or aspirin
- Vitamins
- Cough medicine
- Heartburn medicine
- **[MCO may add additional items]**

You can find more information about covered over-the-counter medicines by visiting **[MCO Name]**'s website at **[MCO website]** or by calling Member Services at **[Member Services phone number and TTY]**.

### Tobacco Cessation

**Do you want to quit smoking? [MCO Name] wants to help you quit!**

If you are ready to be smoke free, no matter how many times you have tried to quit smoking, we are here to help you.

### Medicines

The Statewide PDL covers the following medicines to help you quit smoking.

**[MCO to insert chart of tobacco medicines covered and whether they require prior authorization]**

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Contact your PCP for an appointment to get a prescription for a tobacco cessation medicine.

### Counseling Services

Counseling support may also help you to quit smoking. **[MCO Name]** covers the following counseling services: **[MCO to insert specific information on what is covered & how to receive counseling services here.]**

### Behavioral Health Treatment

Some people may be stressed, anxious, or depressed when they are trying to become smoke-free. **[MCO Name]** members are eligible for services to address these side effects, but these services are covered by your BH-MCO. You can find the BH-MCO in your county and its contact information on page **[xx]** in this Handbook. You can also call **[MCO Name]** Member Services at **[MCO Member Services Phone Number and TTY]** for help in contacting your BH-MCO.

**[MCO to provide additional behavioral health treatment for tobacco cessation information as necessary]**

### Case Management Programs [If Applicable]

**[If the MCO offers tobacco cessation as part of any case management programs insert that specific information here.]**

### Other Tobacco Cessation Resources

**[Insert information on services provided by and contact information for tobacco cessation services offered by the PA Free Quit line, PA Cancer Society, and the American Heart Association and the American Lung Association.]**

Remember **[MCO Name]** is here to help support you in becoming healthier by becoming smoke-free. Do not wait! Please call Member Services at **[MCO Member Services Phone Number and TTY]** so we can help to get you started.

### Family Planning

**[MCO Name]** covers family planning services. You do not need a referral from your PCP for family planning services. These services include pregnancy testing, testing and treatment of sexually transmitted diseases, birth control supplies, and family

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planning education and counseling. You can see any doctor that is a Medical Assistance provider, including any out-of-network provider that offers family planning services. There is no co-payment for these services. When you go to a family planning provider that is not in the **[MCO Name]** network, you must show your **[MCO Name]** and ACCESS or EBT card.

For more information on covered family planning services or to get help finding a family planning provider, call Member Services at **[MCO Member Services Phone Number and TTY]**.

### Maternity Care

#### Care During Pregnancy

Prenatal care is the health care a woman receives through her pregnancy and delivery from a maternity care provider, such as an obstetrician (OB or OB/GYN) or a nurse-midwife. Early and regular prenatal care is very important for you and your baby's health. Even if you have been pregnant before, it is important to go to a maternity care provider regularly through each pregnancy.

If you think you are pregnant and need a pregnancy test, see your PCP or a family planning provider. If you are pregnant, you can:

- Call or visit your PCP, who can help you find a maternity care provider in the **[MCO Name]**'s network.
- Visit a network OB or OB/GYN or nurse-midwife on your own. You do not need a referral for maternity care.
- Visit a network health center that offers OB or OB/GYN services.
- Call Member Services at **[MCO Member Services Phone Number and TTY]** to find a maternity care provider.

You should see a doctor as soon as you find out you are pregnant. Your maternity care provider must schedule an appointment to see you

- If you are in your first trimester, within 10 business days of **[MCO Name]** learning you are pregnant.
- If you are in your second trimester, within 5 business days of **[MCO Name]** learning you are pregnant.
- If you are in your third trimester, within 4 business days of **[MCO Name]** learning you are pregnant.

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- If you have a high-risk pregnancy, within 24 hours of **[MCO Name]** learning you are pregnant.

If you have an emergency, go to the nearest emergency room, dial 911, or call your local ambulance provider.

It is important that you stay with the same maternity care provider throughout your pregnancy and postpartum care (60 days after your baby is born). They will follow your health and the health of your growing baby closely. It is also a good idea to stay with the same HealthChoices plan during your entire pregnancy.

**[MCO Name]** has specially trained maternal health coordinators who know what services and resources are available for you.

If you are pregnant and are already seeing a maternity care provider when you enroll in **[MCO Name]**, you can continue to see that provider even if he or she is not in **[MCO Name]**'s network. The provider will need to be enrolled in the Medical Assistance Program and must call **[MCO Name]** for approval to treat you.

**[MCO to add any additional information on maternity care as necessary]**

### Care for You and Your Baby After Your Baby is Born

You should visit your maternity care provider between **[MCO may choose preferred time frame]** after your baby is delivered for a check-up unless your maternity care provider wants to see you sooner.

Your baby should have an appointment with the baby's PCP when he or she is 3 to 5 days old, unless the doctor wants to see your baby sooner. It is best to pick a doctor for your baby while you are still pregnant. If you need help picking a doctor for your baby, please call Member Services at **[MCO Member Services Phone Number and TTY]**.

### MCO Maternity Program [If applicable]

**[MCO Name]** has a special program for pregnant women called **[Program Name]**.

**[Insert information and details here about MCO Maternity Program if applicable].**

### Durable Medical Equipment and Medical Supplies

**[MCO Name]** covers Durable Medical Equipment (DME) and medical supplies. DME is a medical item or device that can be used many times in your home or in any setting

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where normal life activities occur and is generally not used unless a person has an illness or injury. Medical supplies are usually disposable and are used for a medical purpose. Some of these items need prior authorization, and your physician must order them. DME suppliers must be in the **[MCO Name]** network. You may have a co-payment.

Examples of DME include:

- Oxygen tanks
- Wheelchairs
- Crutches
- Walkers
- Splints
- Special medical beds

Examples of medical supplies include:

- Diabetic supplies (such as syringes, test strips)
- Gauze pads
- Dressing tape
- Incontinence supplies (such as pull ups, briefs, underpads)

If you have any questions about DME or medical supplies, or for a list of network suppliers, please call Member Services at **[MCO Member Services Phone Number and TTY]**.

### Outpatient Services

**[MCO Name]** covers outpatient services such as physical, occupational, and speech therapy as well as x-rays and laboratory tests. Your PCP will arrange for these services with one of **[MCO Name]**'s network providers.

**[MCO to include further details and specifics, including whether prior authorization is needed]**

### Nursing Facility Services

**[MCO Name]** covers up to 30 days of nursing facility services. If you need nursing facility services for more than 30 days and the Community HealthChoices Program is



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available in the area where you live, you will be evaluated to see if you are eligible for participation in the Community HealthChoices Program. If Community HealthChoices is not available in the area where you live you will be disenrolled from **[MCO Name]** and will receive your services through the Medical Assistance fee-for-service system.

### Hospital Services

**[MCO Name]** covers inpatient and outpatient hospital services. If you need inpatient hospital services and it is not an emergency, your PCP or specialist will arrange for you to be admitted to a hospital in **[MCO Name]**'s network and will follow your care even if you need other doctors during your hospital stay. Inpatient hospital stays must be approved by **[MCO Name]**. To find out if a hospital is in the **[MCO Name]** network, please call Member Services at **[MCO Member Services Phone Number and TTY]** or check the provider directory on **[MCO Name]**'s website at **[website link to provider directory]**.

If you have an emergency and are admitted to the hospital, you or a family member or friend should let your PCP know as soon as possible but no later than 24 hours after you were admitted to the hospital. If you are admitted to a hospital that is not in **[MCO Name]**'s network, you may be transferred to a hospital in **[MCO Name]**'s network. You will not be moved to a new hospital until you are strong enough to be transferred to a new hospital.

It is very important to make an appointment to see your PCP within 7 days after you leave the hospital. Seeing your PCP right after your hospital stay will help you follow any instructions you got while you were in the hospital and prevent you from having to be readmitted to the hospital.

Sometimes you may need to see a doctor or receive treatment at a hospital without being admitted overnight. These services are called outpatient hospital services.

If you have any other questions about hospital services, please call Member Services at **[MCO Member Services Phone Number and TTY]**.

**[MCO to include further details and specifics including if prior authorization or referral from a PCP is required]**

### Preventive Services

**[MCO Name]** covers preventive services, which can help keep you healthy. Preventive services include more than just seeing your PCP once a year for a check-up. They also include immunizations (shots), lab tests, and other tests or screenings that let you and your PCP know if you are healthy or have any health problems. Visit your PCP for

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preventive services. He or she will guide your health care according to the latest recommendations for care.

Women can also go to a participating OB/GYN for their yearly Pap test and pelvic exam, and to get a prescription for a mammogram.

**[MCO can include further details and specifics]**

### Physical Exam

You should have a physical exam by your PCP at least once a year. This will help your PCP find any problems that you may not know about. Your PCP may order tests based on your health history, age, and sex. Your PCP will also check if you are up to date on immunizations and preventive services to help keep you healthy.

If you are unsure about whether or not you are up to date with your health care needs, please call your PCP or Member Services at **[MCO Member Services Phone Number and TTY]**. Member Services can also help you make an appointment with your PCP.

### New Medical Technology

**[MCO Name]** may cover new medical technologies such as procedures and equipment if requested by your PCP or specialist. **[MCO Name]** wants to make sure that new medical technologies are safe, effective, and right for you before approving the service.

**[Insert MCO information on how new technologies are reviewed and approved. If MCO does not have information, remove entire New Medical Technology section]**

If you need more information on new medical technologies, please call **[MCO Name]** Member Services at **[MCO Member Services Phone Number and TTY]**.

### Home Health Care

**[MCO Name]** covers home health care provided by a home health agency. Home health care is care provided in your home and includes skilled nursing services; help with activities of daily living such as bathing, dressing, and eating; and physical, speech, and occupational therapy. Your physician must order home health care.

If you are over age 21, there are **[no-MCO to insert whatever is correct]** limits on the number of home health care visits that you can get **[MCO to add the following if has limits: unless you or your provider asks for an exception to the limits.]**

**OR**

## HealthChoices Model Member Handbook

**[MCO Name]** has a program that includes home health care visits directly relating to a special health care need such as **[MCO to identify programs]**.

### OR BOTH

You should contact Member Services at **[MCO Member Services Phone Number and TTY]** if you have been approved for home health care and that care is not being provided as approved.

**[MCO to add any additional information as necessary]**

### Patient Centered Medical Homes

A patient-centered medical home or health home is a team approach to providing care. It is not a building, house, or home health care service.

**[MCO to add information on their Patient Centered Medical Home program]**

### Disease Management

**[MCO Name]** has voluntary programs to help you take better care of yourself if you have one of the health conditions listed below. **[MCO Name]** has care managers who will work with you and your providers to make sure you get the services you need. You do not need a referral from your PCP for these programs, and there is no co-payment.

**[MCO should list and provide a brief description of each of their specific programs here, including HIV/AIDS programs].**

By following your provider's plan of care and learning about your disease or condition, you can stay healthier. **[MCO Name]** care managers are here to help you understand how to take better care of yourself by following your doctor's orders, teaching you about your medicines, helping you to improve your health, and giving you information to use in your community. If you have any questions or need help, please call Member Services at **[MCO Member Services Phone Number and TTY]**.

### Expanded Services

**[MCO to provide list and description of any enhanced benefits offered to all members, including requirements for coverage and how to access.]**

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### Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)

EPSDT services are available for children under the age of 21. They are sometimes also referred to as well-baby or well-child checkups. Your child may be seen by a pediatrician, family practice doctor, or CRNP. The provider you choose for your child will be your child's PCP. The purpose of this service is to detect potential health problems early and to make sure your child stays healthy. If you have questions or want more information, contact Member Services at **[MCO Member Services Phone Number and TTY]**.

#### When Should an EPSDT Exam be Completed?

Children and young adults should have their examinations completed based on the schedule listed below. It is important to follow this schedule even if your child is not sick. Your provider will tell you when these visits should occur. Infants and toddlers will need several visits per year, while children between the ages of 3 to 20 will need just 1 visit per year.

Recommended Screening Schedule			
3-5 Days	0-1 Months	2-3 Months	4-5 Months
6-8 Months	9-11 Months	12 Months	15 Months
18 Months	24 Months	30 Months	
Children ages 3-20 should be screened yearly			

#### What Will the Provider Do During the EPSDT Exam?

Your provider will ask you and your child questions, perform tests, and check how much your child has grown. The following services are some of the services that may be performed during an exam depending on the child's age and needs of the child:

- A complete physical exam
- Immunizations
- Vision test
- Hearing test
- Autism screening
- Tuberculosis screening

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- Oral health examination
- Blood pressure check
- Health and safety education
- Check of the child's body mass index (BMI)
- Screen and/or counsel for tobacco and alcohol use and substance use starting at age 11
- Urinalysis screening
- Blood lead screening test
- Developmental screening
- Depression screening starting at age 12
- Maternal depression screening

**[MCO Name]** covers services that are needed to treat health problems that are identified during the EPSDT exam.

Additional services are available for children with special needs. Talk to your provider about whether or not your child may need these additional services.

# **Section 4 – Out-of-Network and Out-of-Plan Services**

### Out-of-Network Providers

An out-of-network provider is a provider that does not have a contract with **[MCO Name]** to provide services to **[MCO Name]**'s members. There may be a time when you need to use a doctor or hospital that is not in the **[MCO Name]** network. If this happens, you can ask your PCP to help you. Your PCP has a special number to call to ask **[MCO Name]** that you be allowed to go to an out-of-network provider. **[MCO Name]** will check to see if there is another provider in your area that can give you the same type of care you or your PCP believes you need. If **[MCO Name]** cannot give you a choice of at least 2 providers in your area, **[MCO Name]** will cover medically necessary services provided by an out-of-network provider.

### Getting Care While Outside of **[MCO Name]**'s Service Area

If you are outside of **[MCO Name]**'s service area and have a medical emergency, go to the nearest emergency room or call 911. For emergency medical conditions, you do not have to get approval from **[MCO Name]** to get care. If you need to be admitted to the hospital, you should let your PCP know.

If you need care for a non-emergency condition while outside of the service area, call your PCP or Member Services at **[MCO Member Services Phone Number and TTY]** who will help you to get the most appropriate care.

**[MCO Name]** will not pay for services received outside of the United States and its territories.

### Out-of-Plan Services

You may be eligible to get services other than those provided by **[MCO Name]**. Below are some services that are available but are not covered by **[MCO Name]**. If you would like help in getting these services, please call Member Services at **[MCO Member Services Phone Number and TTY]**.

### Non-Emergency Medical Transportation

**[MCO Name]** does not cover non-emergency medical transportation for most HealthChoices members. **[MCO Name]** can help you arrange transportation to covered service appointments through programs such as Shared Ride or the MATP described below.

**[MCO Name]** does cover non-emergency medical transportation if:

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- You live in a nursing home, and need to go to any medical appointment or an urgent care center or a pharmacy for any Medical Assistance service, DME or medicine
- You need specialized non-emergency medical transportation, such as if you need to use a stretcher to get to your appointment

If you have questions about non-emergency medical transportation, please call Member Services at **[MCO Member Services Phone Number and TTY]**.

### Medical Assistance Transportation Program

MATP provides non-emergency transportation to medical appointments and pharmacies. This service is provided at no cost to you. The MATP in the county where you live will determine your need for services and provide the right type of transportation for you. Transportation services are typically provided in the following ways:

- Where public transportation such as buses, subways or trains is available, MATP provides tokens or passes or repays you for the public transportation fare.
- If you or someone else has a car that you can use to get to your appointment, MATP may pay you an amount per mile plus parking and tolls with valid receipts.
- Where public transportation is not available or is not right for you, MATP provides rides in paratransit vehicles, which include vans, vans with lifts, or taxis. Usually the vehicle will have more than 1 rider with different pick-up and drop-off times and locations.

If you need transportation to a medical appointment or to the pharmacy, contact your local MATP to get more information and to register for services. **[MCO to provide list of MATP contacts in counties served or direction to page of handbook where MATP contact list can be found]** A complete list of county MATP contact information can be found here: <http://matp.pa.gov/CountyContact.aspx>. **(OR)** Please see page \_\_\_\_\_ of this handbook for a complete list of county MATP contact information.

MATP will confirm with **[MCO Name]** or your doctor's office that the medical appointment you need transportation for is a covered service. **[MCO Name]** works with MATP to help you arrange transportation. You can also call Member Services for more information at **[MCO Member Services Phone Number and TTY]**.

### Women, Infants, and Children Program

The Women, Infants, and Children Program (WIC) provides healthy foods and nutrition services to infants, children under the age of 5, and women who are pregnant, have given birth, or are breastfeeding. WIC helps you and your baby eat well by teaching you about good nutrition and giving you food vouchers to use at grocery stores. WIC



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helps babies and young children eat the right foods so they can grow up healthy. You can ask your maternity care provider for a WIC application at your next visit or call 1-800-WIC-WINS (1-800-942-9467). For more information visit the WIC website at [www.pawic.com](http://www.pawic.com)

### Domestic Violence Crisis and Prevention

Domestic violence is a pattern of behavior where one person tries to gain power or control over another person in a family or intimate relationship.

There are many different types of domestic violence. Some examples include:

- Emotional abuse
- Physical violence
- Stalking
- Sexual violence
- Financial abuse
- Verbal abuse
- Elder Abuse
- Intimate partner violence later in life
- Intimate partner abuse
- Domestic Violence in the LGBTQ+ Community

There are many different names used to talk about domestic violence. It can be called: abuse; domestic violence; battery; intimate partner violence; or family, spousal, relationship or dating violence.

If any of these things are happening to you, or have happened, or you are afraid of your partner, you may be in an abusive relationship.

Domestic violence is a crime and legal protections are available to you. Leaving a violent relationship is not easy, but you can get help.

#### Where to get help:

[National Domestic Violence Hotline](#)

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1-800-799-7233 (SAFE)  
1-800-787-3224 (TTY)

### [Pennsylvania Coalition Against Domestic Violence](#)

The services provided to domestic violence victims include: crisis intervention; counseling; going along to police, medical, and court appointments; and temporary emergency shelter for victims and their dependent children. Prevention and educational programs are also provided to lower the risk of domestic violence in the community.

1-800-932-4632 (in Pennsylvania)

## Sexual Violence and Rape Crisis

Sexual violence includes any type of unwanted sexual contact, words or actions of a sexual nature that is against a person's will. A person may use force, threats, manipulation, or persuasion to commit sexual violence. Sexual violence can include:

- Rape
- Sexual assault
- Incest
- Child sexual assault
- Date and acquaintance rape
- Grabbing or groping
- Sexting without permission
- Ritual abuse
- Commercial sexual exploitation (for example: prostitution)
- Sexual harassment
- Anti-LGBTQ+ bullying
- Exposure and voyeurism (the act of being viewed, photographed, or filmed in a place where one would expect privacy)
- Forced participation in the production of pornography

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Survivors of sexual violence can have physical, mental or emotional reactions to the experience. A survivor of sexual violence may feel alone, scared, ashamed, and fear that no one will believe them. Healing can take time, but healing can happen.

### Where to get help:

Pennsylvania rape crisis centers serve all adults and children. Services include:

- Free and confidential crisis counseling 24 hours a day.
- Services for a survivor's family, friends, partners or spouses.
- Information and referrals to other services in your area and prevention education programs.

Call **1-888-772-7227** or visit the link below to reach your local rape crisis center.

[Pennsylvania Coalition Against Rape \(www.pcar.org/\)](http://www.pcar.org/)

### Early Intervention Services

While all children grow and develop in unique ways, some children experience delays in their development. Children with developmental delays and disabilities can benefit from the Early Intervention Program.

The Early Intervention Program provides support and services to families with children birth to the age of 5 who have developmental delays or disabilities. Services are provided in natural settings, which are settings where a child would be if the child did not have a developmental delay or disability.

Early Intervention supports and services are designed to meet the developmental needs of children with a disability as well as the needs of the family. These services and supports address the following areas:

- Physical development, including vision and hearing
- Cognitive development
- Communication development
- Social or emotional development
- Adaptive development

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Parents who have questions about their child's development may contact the CONNECT Helpline at 1-800-692-7288 or visit [www.papromiseforchildren.org](http://www.papromiseforchildren.org). The CONNECT Helpline assists families in locating resources and providing information regarding child development for children from birth to age 5. In addition, CONNECT can help parents with contacting their county Early Intervention Program or local preschool Early Intervention Program.

# **Section 5 – Special Needs**

## HealthChoices Model Member Handbook

### Special Needs Unit

**[MCO Name]** wants to make sure all of our members get the care they need. We have trained case managers in the **[MCO Name]** Special Needs Unit that help our members with special needs have access to the care they need. The case managers of the unit help members with physical or behavioral disabilities, complex or chronic illnesses, and other special needs. **[MCO Name]** understands that you and your family may need help with issues that may not be directly related to your health care needs. The Special Needs Unit is able to assist you with finding programs and agencies in the community that can help you and your family address these needs.

**[MCO to add any additional information on its special needs unit as necessary]**

If you think you or someone in your family has a special need, and you would like the Special Needs Unit to help you, please contact them by calling **[SNU Hotline #, please note if the member has to choose a specific menu option to reach the SNU]**. The Special Needs Unit staff members are available **[days and hours of operation]**. If you need assistance when the Special Needs Unit staff are not available you may call **[alternate MCO contact]**.

### Coordination of Care

The **[MCO Name]** Special Needs Unit will help you coordinate care for you and your family who are members of **[MCO Name]**. In addition, **[MCO Name]** can assist in connecting you with other state and local programs.

If you need help with any part of your care, your child's care, or coordinating that care with another state, county, or local program, please contact the **[MCO Name]** Special Needs Unit for assistance.

The **[MCO Name]** Special Needs Unit will also assist members in transitioning care from services received in a hospital or temporary medical setting to care received at home. We want our members to be able to move back home as soon as possible. Please contact the **[MCO Name]** Special Needs Unit for assistance in help receiving care in your home.

### Care Management

**[MCO to add language specific to any Care Management]**

### Home and Community-Based Waivers and Long-Term Services and Supports

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The Office of Developmental Programs (ODP) administers the Consolidated Waiver, Community Living Waiver, Person/Family Directed Supports Waiver, Adult Autism Waiver, and the Adult Community Autism Program (ACAP) for individuals with intellectual disabilities or autism. If you have questions regarding any of these programs, you may contact ODP's Customer Service Hotline at 1-888-565-9435, or request assistance from the Special Needs Unit at **[MCO Name]**.

The Office of Long-Term Living (OLTL) administers programs for seniors and individuals with physical disabilities. This includes the Community HealthChoices Program (CHC). The CHC Program is a Medical Assistance managed care program for individuals who also have Medicare coverage or who need the services of a nursing facility or home-and community-based wavier.

If you have questions regarding what services are available and how to apply, you may contact OLTL's Participant Helpline at 1-800-757-5042 or request assistance from the **[MCO Name]** Special Needs Unit at **[SNU Contact Information]**.

### Medical Foster Care

The Office of Children, Youth, and Families has oversight of medical foster care for children under the authority of county children and youth programs. If you have questions about this program, please contact the Special Needs Unit at **[SNU Contact Information]**.

## **Section 6 – Advance Directives**



## HealthChoices Model Member Handbook

### Advance Directives

There are 2 types of advance directives: Living Wills and Health Care Powers of Attorney. These allow for your wishes to be respected if you are unable to decide or speak for yourself. If you have either a Living Will or a Health Care Power of Attorney, you should give it to your PCP, other providers, and a trusted family member or friend so that they know your wishes.

If the laws regarding advance directives are changed, **[MCO Name]** will tell you in writing what the change is within 90 days of the change. For information on **[MCO Name]**'s policies on advance directives, call Member Services at **[MCO Member Services Phone Number and TTY]** or visit **[MCO Name]**'s website at **[MCO Website]**.

### Living Wills

A Living Will is a document that you create. It states what medical care you do, and do not, want to get if you cannot tell your doctor or other providers the type of care you want. Your doctor must have a copy and must decide that you are unable to make decisions for yourself for a Living Will to be used. You may revoke or change a Living Will at any time.

### Health Care Power of Attorney

A Health Care Power of Attorney is also called a Durable Power of Attorney. A Health Care or Durable Power of Attorney is a document in which you give someone else the power to make medical treatment decisions for you if you are physically or mentally unable to make them yourself. It also states what must happen for the Power of Attorney to take effect. To create a Health Care Power of Attorney, you may but do not have to get legal help. You may contact **[MCO Contact]** for more information or direction to resources near you.

### What to Do if a Provider Does Not Follow Your Advance Directive

Providers do not have to follow your advance directive if they disagree with it as a matter of conscience. If your PCP or other provider does not want to follow your advance directive, **[MCO Name]** will help you find a provider that will carry out your wishes. Please call Member Services at **[MCO Member Services Phone Number and TTY]** if you need help finding a new provider.

If a provider does not follow your advance directive, you may file a Complaint. Please see page **[xx]** in Section 8 of this Handbook, Complaints, Grievances, and Fair Hearings for information on how to file a Complaint; or call Member Services at **[MCO Member Services Phone Number and TTY]**.

## **Section 7 – Behavioral Health Services**

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### Behavioral Health Care

Behavioral health services include both, mental health services and substance use disorder services. These services are provided through behavioral health managed care organizations (BH-MCOs) that are overseen by the Department of Human Services' Office of Mental Health and Substance Abuse Services (OMHSAS).

Contact information for the BH-MCO is listed below **[MCO to insert BH-MCO contact list below]**. You can also call Member Services at **[MCO Member Services Phone Number and TTY]** to get contact information for your BH-MCO.

You can call your BH-MCO toll-free 24 hours a day, 7 days a week.

You do not need a referral from your PCP to get behavioral health services, but your PCP will work with your BH-MCO and behavioral health providers to help get you the care that best meets your needs. You should let your PCP know if you, or someone in your family, is having a mental health or drug and alcohol problem.

The following services are covered:

- Behavioral health rehabilitation services (BHRS) (children and adolescent)
- Clozapine (Clozaril) support services
- Drug and alcohol inpatient hospital-based detoxification services (adolescent and adult)
- Drug and alcohol inpatient hospital-based rehabilitation services (adolescent and adult)
- Drug and alcohol outpatient services
- Drug and alcohol methadone maintenance services
- Family based mental health services
- Laboratory (when related to a behavioral health diagnosis and prescribed by a behavioral health practitioner)
- Mental health crisis intervention services
- Mental health inpatient hospitalization
- Mental health outpatient services
- Mental health partial hospitalization services
- Peer support services
- Residential treatment facilities (children and adolescent)
- Targeted case management services

If you have questions about transportation to appointments for any of these services, contact your BH-MCO.

## **Section 8 –**

# **Complaints, Grievances, and Fair Hearings**

### Complaints, Grievances, and Fair Hearings

If a provider or **[MCO Name]** does something that you are unhappy about or do not agree with, you can tell **[MCO Name]** or the Department of Human Services what you are unhappy about or that you disagree with what the provider or **[MCO Name]** has done. This section describes what you can do and what will happen.

#### Complaints

##### What is a Complaint?

A Complaint is when you tell **[MCO Name]** you are unhappy with **[MCO Name]** or your provider or do not agree with a decision by **[MCO Name]**.

Some things you may complain about:

- You are unhappy with the care you are getting.
- You cannot get the service or item you want because it is not a covered service or item.
- You have not gotten services that **[MCO Name]** has approved.
- You were denied a request to disagree with a decision that you have to pay your provider.

#### First Level Complaint

##### What Should I Do if I Have a Complaint?

To file a first level Complaint:

- Call **[MCO Name]** at **[Member Services Phone Number and TTY]** and tell **[MCO Name]** your Complaint, or
- Write down your Complaint and send it to **[MCO Name]** by mail or fax, or
- If you received a notice from **[MCO Name]** telling you **[MCO Name]**'s decision and the notice included a Complaint/Grievance Request Form, fill out the form and send it to **[MCO Name]** by mail or fax.

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[MCO Name]'s address and fax number for Complaints:

[MCO address]  
[MCO fax number]

Your provider can file a Complaint for you if you give the provider your consent in writing to do so.

### When Should I File a First Level Complaint?

Some Complaints have a time limit on filing. You must file a Complaint within **60 days of getting a notice** telling you that

- [MCO Name] has decided that you cannot get a service or item you want because it is not a covered service or item.
- [MCO Name] will not pay a provider for a service or item you got.
- [MCO Name] did not tell you its decision about a Complaint or Grievance you told [MCO Name] about within **[number that is 30 or fewer days]** days from when [MCO Name] got your Complaint or Grievance.
- [MCO Name] has denied your request to disagree with [MCO Name]'s decision that you have to pay your provider.

You must file a Complaint **within 60 days of the date you should have gotten a service or item** if you did not get a service or item. The time by which you should have received a service or item is listed below:

#### New member appointment for your first examination...

members with HIV/AIDS

members who receive  
Supplemental Security Income  
(SSI)

#### We will make an appointment for you...

with PCP or specialist no later than 7  
days after you become a member in  
[MCO Name] unless you are already  
being treated by a PCP or specialist.

with PCP or specialist no later than 45  
days after you become a member in

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members under the age of 21

**[MCO Name]**, unless you are already being treated by a PCP or specialist.

with PCP for an EPSDT exam no later than 45 days after you become a member in **[MCO Name]**, unless you are already being treated by a PCP or specialist.

all other members

### **Members who are pregnant:**

pregnant women in their first trimester

with PCP no later than 3 weeks after you become a member in **[MCO Name]**.

pregnant women in their second trimester

### **We will make an appointment for you**

...

with OB/GYN provider within 10 business days of **[MCO Name]** learning you are pregnant.

pregnant women in their third trimester

with OB/GYN provider within 5 business days of **[MCO Name]** learning you are pregnant.

pregnant women with high-risk pregnancies

with OB/GYN provider within 4 business days of **[MCO Name]** learning you are pregnant.

### **Appointment with...**

with OB/GYN provider within 24 hours of **[MCO Name]** learning you are pregnant.

#### **PCP**

urgent medical condition  
routine appointment  
health assessment/general  
physical examination

### **An appointment must be scheduled . . . . .**

within 24 hours.  
within 10 business days.

#### **Specialists (when referred by PCP)**

urgent medical condition

within 3 weeks.

routine appointment with one of the following specialists:

within 24 hours of referral.

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- Otolaryngology within 15 business days of referral
- Dermatology
- Pediatric Endocrinology
- Pediatric General Surgery
- Pediatric Infectious Disease
- Pediatric Neurology
- Pediatric Pulmonology
- Pediatric Rheumatology
- Dentist
- Orthopedic Surgery
- Pediatric Allergy & Immunology
- Pediatric Gastroenterology
- Pediatric Hematology
- Pediatric Nephrology
- Pediatric Oncology
- Pediatric Rehab Medicine
- Pediatric Urology
- Pediatric Dentistry

routine appointment with all other  
specialists

within 10 business days of referral

You may file **all other Complaints at any time.**

### What Happens After I File a First Level Complaint?



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After you file your Complaint, you will get a letter from **[MCO Name]** telling you that **[MCO Name]** has received your Complaint, and about the First Level Complaint review process.

You may ask **[MCO Name]** to see any information **[MCO Name]** has about the issue you filed your Complaint about at no cost to you. You may also send information that you have about your Complaint to **[MCO Name]**.

You may attend the Complaint review if you want to attend it. **[MCO Name]** will tell you the location, date, and time of the Complaint review at least 10 days before the day of the Complaint review. You may appear at the Complaint review in person, by phone, or by videoconference **[MCO to include videoconferencing only if available]**. If you decide that you do not want to attend the Complaint review, it will not affect the decision.

A committee of 1 or more **[MCO Name]** staff who were not involved in and do not work for someone who was involved in the issue you filed your Complaint about will meet to make a decision about your Complaint. If the Complaint is about a clinical issue, a licensed doctor will be on the committee. **[MCO Name]** will mail you a notice within **[date that is no more than 30 days from receipt of the Complaint]** days from the date you filed your First Level Complaint to tell you the decision on your First Level Complaint. The notice will also tell you what you can do if you do not like the decision.

If you need more information about help during the Complaint process, see page \_\_\_\_  
**[MCO to insert page number of help section]**.

### **What to do to continue getting services:**

If you have been getting the services or items that are being reduced, changed or denied and you file a Complaint verbally, or that is faxed, postmarked, or hand-delivered within 10 days of the date on the notice telling you that the services or items you have been receiving are not covered services or items for you, the services or items will continue until a decision is made.

### **What if I Do Not Like [MCO Name]'s Decision?**

You may ask for an external Complaint review, a Fair Hearing, or an external Complaint review and a Fair Hearing if the Complaint is about one of the following:

- **[MCO Name]**'s decision that you cannot get a service or item you want because it is not a covered service or item.
- **[MCO Name]**'s decision to not pay a provider for a service or item you got.

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- **[MCO Name]**'s failure to decide a Complaint or Grievance you told **[MCO Name]** about within **[number that is 30 or fewer days]** days from when **[MCO Name]** got your Complaint or Grievance.
- You not getting a service or item within the time by which you should have received it
- **[MCO Name]**'s decision to deny your request to disagree with **[MCO Name]**'s decision that you have to pay your provider.

You must ask for an external Complaint review within **15 days of the date you got the First Level Complaint decision notice**.

You must ask for a Fair Hearing within **120 days from the mail date on the notice** telling you the Complaint decision.

For all other Complaints, you may file a Second Level Complaint within **45 days of the date you got the Complaint decision notice**.

For information about Fair Hearings, see page \_\_\_\_\_  
For information about external Complaint review, see page \_\_\_\_  
If you need more information about help during the Complaint process, see page \_\_\_\_\_  
**[MCO to insert page number]**.

## Second Level Complaint

### What Should I Do if I Want to File a Second Level Complaint?

To file a Second Level Complaint:

- Call **[MCO Name]** at **[Member Services Phone Number and TTY]** and tell **[MCO Name]** your Second Level Complaint, or
- Write down your Second Level Complaint and send it to **[MCO Name]** by mail or fax, or
- Fill out the Complaint Request Form included in your Complaint decision notice and send it to **[MCO Name]** by mail or fax.

**[MCO Name]**'s address and fax number for Second Level Complaints  
**[MCO address]**  
**[MCO fax number]**

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### What Happens After I File a Second Level Complaint?

After you file your Second Level Complaint, you will get a letter from **[MCO Name]** telling you that **[MCO Name]** has received your Complaint, and about the Second Level Complaint review process.

You may ask **[MCO Name]** to see any information **[MCO Name]** has about the issue you filed your Complaint about at no cost to you. You may also send information that you have about your Complaint to **[MCO Name]**.

You may attend the Complaint review if you want to attend it. **[MCO Name]** will tell you the location, date, and time of the Complaint review at least 15 days before the Complaint review. You may appear at the Complaint review in person, by phone, or by videoconference **[MCO to include videoconferencing only if available]**. If you decide that you do not want to attend the Complaint review, it will not affect the decision.

A committee of 3 or more people, including at least 1 person who does not work for **[MCO Name]**, will meet to decide your Second Level Complaint. The **[MCO Name]** staff on the committee will not have been involved in and will not have worked for someone who was involved in the issue you filed your Complaint about. If the Complaint is about a clinical issue, a licensed doctor will be on the committee. **[MCO Name]** will mail you a notice within **[date that is no more than 45 days from receipt of the Second Level Complaint]** days from the date your Second Level Complaint was received to tell you the decision on your Second Level Complaint. The letter will also tell you what you can do if you do not like the decision.

If you need more information about help during the Complaint process, see page \_\_\_\_  
**[MCO to insert page number of help section]**.

### What if I Do Not Like [MCO Name]’s Decision on My Second Level Complaint?

You may ask for an external review by either the Department of Health or the Insurance Department.

You must ask for an external review **within 15 days of the date you got the Second Level Complaint decision notice**.

## External Complaint Review

### How Do I Ask for an External Complaint Review?

You must send your request for an external review of your Complaint in writing to either:

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Pennsylvania Department of Health  
Bureau of Managed Care  
Health and Welfare Building, Room 912  
625 Forster Street  
Harrisburg, PA 17120-0701  
Telephone Number: 1-888-466-2787

or

Pennsylvania Insurance Department  
Bureau of Consumer Services  
Room 1209, Strawberry Square  
Harrisburg, PA 17120  
Telephone Number: 1-877-881-6388

If you ask, the Department of Health will help you put your Complaint in writing.

The Department of Health handles Complaints that involve the way a provider gives care or services. The Insurance Department reviews Complaints that involve **[MCO Name]**'s policies and procedures. If you send your request for an external review to the wrong Department, it will be sent to the correct Department.

### What Happens After I Ask for an External Complaint Review?

The Department of Health or the Insurance Department will get your file from **[MCO Name]**. You may also send them any other information that may help with the external review of your Complaint.

You may be represented by an attorney or another person such as your representative during the external review.

A decision letter will be sent to you after the decision is made. This letter will tell you all the reason(s) for the decision and what you can do if you do not like the decision.

#### What to do to continue getting services:

If you have been getting the services or items that are being reduced, changed or denied and your request for an external Complaint review is postmarked or hand-delivered within 10 days of the date on the notice telling you **[MCO Name]**'s First Level Complaint decision that you cannot get services or items you have been receiving because they are not covered services or items for you, the services or items will continue until a decision is made.

## GRIEVANCES

### What is a Grievance?

When **[MCO Name]** denies, decreases, or approves a service or item different than the service or item you requested because it is not medically necessary, you will get a notice telling you **[MCO Name]**'s decision.

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A Grievance is when you tell **[MCO Name]** you disagree with **[MCO Name]**'s decision.

### What Should I Do if I Have a Grievance?

To file a Grievance:

- Call **[MCO Name]** at **[Member Services Phone Number and TTY]** and tell **[MCO Name]** your Grievance, or
- Write down your Grievance and send it to **[MCO Name]** by mail or fax, or
- Fill out the Complaint/Grievance Request Form included in the denial notice you got from **[MCO Name]** and send it to **[MCO Name]** by mail or fax.

**[MCO Name]**'s address and fax number for Grievances:

**[MCO address]**  
**[MCO fax number]**

Your provider can file a Grievance for you if you give the provider your consent in writing to do so. If your provider files a Grievance for you, you cannot file a separate Grievance on your own.

### When Should I File a Grievance?

You must file a Grievance within **60 days from the date you get the notice** telling you about the denial, decrease, or approval of a different service or item for you.

### What Happens After I File a Grievance?

After you file your Grievance, you will get a letter from **[MCO Name]** telling you that **[MCO Name]** has received your Grievance, and about the Grievance review process.

You may ask **[MCO Name]** to see any information that **[MCO Name]** used to make the decision you filed your Grievance about at no cost to you. You may also send information that you have about your Grievance to **[MCO Name]**.

You may attend the Grievance review if you want to attend it. **[MCO Name]** will tell you the location, date, and time of the Grievance review at least 10 days before the day of the Grievance review. You may appear at the Grievance review in person, by phone, or by videoconference **[MCO to include videoconferencing only if available]**. If you decide that you do not want to attend the Grievance review, it will not affect the decision.

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A committee of 3 or more people, including a licensed doctor, will meet to decide your Grievance. The **[MCO Name]** staff on the committee will not have been involved in and will not have worked for someone who was involved in the issue you filed your Grievance about. **[MCO Name]** will mail you a notice within **[date that is no more than 30 days from receipt of the Grievance]** days from the date your Grievance was received to tell you the decision on your Grievance. The notice will also tell you what you can do if you do not like the decision.

If you need more information about help during the Grievance process, see page \_\_\_\_  
**[MCO to insert page number of help section].**

### What to do to continue getting services:

If you have been getting services or items that are being reduced, changed, or denied and you file a Grievance verbally, or that is faxed, postmarked, or hand-delivered within 10 days of the date on the notice telling you that the services or items you have been receiving are being reduced, changed, or denied, the services or items will continue until a decision is made.

### What if I Do Not Like [MCO Name]'s Decision?

You may ask for an external Grievance review or a Fair Hearing or you may ask for both an external Grievance review and a Fair Hearing. An external Grievance review is a review by a doctor who does not work for **[MCO Name]**.

You must ask for an external Grievance review within **15 days of the date you got the Grievance decision notice**.

You must ask for a Fair Hearing from the Department of Human Services **within 120 days from the date on the notice** telling you the Grievance decision.

For information about Fair Hearings, see page \_\_\_\_  
For information about external Grievance reviews, see below  
If you need more information about help during the Grievance process, see page \_\_\_\_  
**[MCO to insert page number].**

## External Grievance Review

### How Do I Ask for External Grievance Review?

To ask for an external Grievance review:

- Call **[MCO Name]** at **[Member Services Phone Number and TTY]** and tell **[MCO Name]** your Grievance, or

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- Write down your Grievance and send it to **[MCO Name]** by mail to: **[MCO address]**.

**[MCO Name]** will send your request for external Grievance review to the Department of Health.

### What Happens After I Ask for an External Grievance Review?

The Department of Health will notify you of the external Grievance reviewer's name, address and phone number. You will also be given information about the external Grievance review process.

**[MCO Name]** will send your Grievance file to the reviewer. You may provide additional information that may help with the external review of your Grievance to the reviewer within 15 days of filing the request for an external Grievance review.

You will receive a decision letter within 60 days of the date you asked for an external Grievance review. This letter will tell you all the reason(s) for the decision and what you can do if you do not like the decision.

#### What to do to continue getting services:

If you have been getting the services or items that are being reduced, changed, or denied and you ask for an external Grievance review verbally or in a letter that is postmarked or hand-delivered within 10 days of the date on the notice telling you **[MCO Name]**'s Grievance decision, the services or items will continue until a decision is made.

## Expedited Complaints and Grievances

### What Can I Do if My Health Is at Immediate Risk?

If your doctor or dentist believes that waiting **[30, unless the MCO will be using a shorter time frame to provide notice of 1<sup>st</sup> Level Complaint or Grievance decisions or 45, unless the MCO will be using a shorter time frame to provide notice of 2<sup>nd</sup> Level Complaint decisions]** days to get a decision about your Complaint or Grievance, could harm your health, you or your doctor or dentist may ask that your Complaint or Grievance be decided more quickly. For your Complaint or Grievance to be decided more quickly:

- You must ask **[MCO Name]** for an early decision by calling **[MCO Name]** at **[Member Services Phone Number and TTY]**, faxing a letter or the Complaint/Grievance Request Form to **[MCO fax number]**, or sending an email to **[PH-MCO e-mail]**.

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- Your doctor or dentist should fax a signed letter to **[MCO fax number]** within 72 hours of your request for an early decision that explains why **[MCO Name]** taking **[30, unless the MCO will be using a shorter time frame for 1<sup>st</sup> Level Complaint or Grievance decisions or 45, unless the MCOS will be issuing a shorter time frame for 2<sup>nd</sup> level Complaint decisions]** days to tell you the decision about your Complaint or Grievance could harm your health.

If **[MCO Name]** does not receive a letter from your doctor or dentist and the information provided does not show that taking the usual amount of time to decide your Complaint or Grievance could harm your health, **[MCO Name]** will decide your Complaint or Grievance in the usual time frame of **[45, unless the MCO will be using a shorter time frame to provide notice of 1<sup>st</sup> Level Complaint or Grievance decisions]** days from when **[MCO Name]** first got your Complaint or Grievance.

### Expedited Complaint and Expedited External Complaint

Your expedited Complaint will be reviewed by a committee that includes a licensed doctor. Members of the committee will not have been involved in and will not have worked for someone who was involved in the issue you filed your Complaint about.

You may attend the expedited Complaint review if you want to attend it. You can attend the Complaint review in person, but may have to appear by phone or by videoconference **[MCO to include videoconferencing only if available]** because **[MCO Name]** has a short amount of time to decide an expedited Complaint. If you decide that you do not want to attend the Complaint review, it will not affect the decision.

**[MCO Name]** will tell you the decision about your Complaint within 48 hours of when **[MCO Name]** gets your doctor's or dentist's letter explaining why the usual time frame for deciding your Complaint will harm your health or within 72 hours from when **[MCO Name]** gets your request for an early decision, whichever is sooner, unless you ask **[MCO Name]** to take more time to decide your Complaint. You can ask **[MCO Name]** to take up to 14 more days to decide your Complaint. You will also get a notice telling you the reason(s) for the decision and how to ask for expedited external Complaint review, if you do not like the decision.

If you did not like the expedited Complaint decision, you may ask for an expedited external Complaint review from the Department of Health within **2 business days from the date you get the expedited Complaint decision notice**. To ask for expedited external review of a Complaint:

- Call **[MCO Name]** at **[Member Services Phone Number and TTY]** and tell **[MCO Name]** your Complaint, or



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- Send an email to **[MCO Name]** at **[MCO email address]**, or
- Write down your Complaint and send it to **[MCO Name]** by mail or fax: **[MCO Address and fax number for requesting expedited external review of a Complaint]**.

### Expedited Grievance and Expedited External Grievance

A committee of 3 or more people, including a licensed doctor, will meet to decide your Grievance. The **[MCO Name]** staff on the committee will not have been involved in and will not have worked for someone who was involved in the issue you filed your Grievance about.

You may attend the expedited Grievance review if you want to attend it. You can attend the Grievance review in person, but may have to appear by phone or by videoconference **[MCO to include videoconferencing only if available]** because **[MCO Name]** has a short amount of time to decide the expedited Grievance. If you decide that you do not want to attend the Grievance review, it will not affect our decision.

**[MCO Name]** will tell you the decision about your Grievance within 48 hours of when **[MCO Name]** gets your doctor's or dentist's letter explaining why the usual time frame for deciding your Grievance will harm your health or within 72 hours from when **[MCO Name]** gets your request for an early decision, whichever is sooner, unless you ask **[MCO Name]** to take more time to decide your Grievance. You can ask **[MCO Name]** to take up to 14 more days to decide your Grievance. You will also get a notice telling you the reason(s) for the decision and what to do if you do not like the decision.

If you do not like the expedited Grievance decision, you may ask for an expedited external Grievance review or an expedited Fair Hearing by the Department of Human Services or both an expedited external Grievance review and an expedited Fair Hearing.

You must ask for expedited external Grievance review by the Department of Health within **2 business days from the date you get the expedited Grievance decision notice**. To ask for expedited external review of a Grievance:

- Call **[MCO Name]** at **[Member Services Phone Number and TTY]** and tell **[MCO Name]** your Grievance, or
- Send an email to **[MCO Name]** at **[MCO email address]**, or
- Write down your Grievance and send it to **[MCO Name]** by mail or fax: **[MCO address and fax number for requesting expedited external review of a Grievance]**.

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**[MCO Name]** will send your request to the Department of Health within 24 hours after receiving it.

You must ask for a Fair Hearing within **120 days from the date on the notice** telling you the expedited Grievance decision.

### **What Kind of Help Can I Have with the Complaint and Grievance Processes?**

If you need help filing your Complaint or Grievance, a staff member of **[MCO Name]** will help you. This person can also represent you during the Complaint or Grievance process. You do not have to pay for the help of a staff member. This staff member will not have been involved in any decision about your Complaint or Grievance.

You may also have a family member, friend, lawyer or other person help you file your Complaint or Grievance. This person can also help you if you decide you want to appear at the Complaint or Grievance review.

At any time during the Complaint or Grievance process, you can have someone you know represent you or act for you. If you decide to have someone represent or act for you, tell **[MCO Name]**, in writing, the name of that person and how **[MCO Name]** can reach him or her.

You or the person you choose to represent you may ask **[MCO Name]** to see any information **[MCO Name]** has about the issue you filed your Complaint or Grievance about at no cost to you.

You may call **[MCO Name]**'s toll-free telephone number at **[Member Services Phone Number and TTY]** if you need help or have questions about Complaints and Grievances, you can contact your local legal aid office at **[MCO insert Phone Number]** or call the Pennsylvania Health Law Project at 1-800-274-3258.

### **Persons Whose Primary Language Is Not English**

If you ask for language services, **[MCO Name]** will provide the services at no cost to you.

### **Persons with Disabilities**

**[MCO Name]** will provide persons with disabilities with the following help in presenting Complaints or Grievances at no cost, if needed. This help includes:

- Providing sign language interpreters;

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- Providing information submitted by **[MCO Name]** at the Complaint or Grievance review in an alternative format. The alternative format version will be given to you before the review; and
- Providing someone to help copy and present information.

### DEPARTMENT OF HUMAN SERVICES FAIR HEARINGS

In some cases you can ask the Department of Human Services to hold a hearing because you are unhappy about or do not agree with something **[MCO Name]** did or did not do. These hearings are called “Fair Hearings.” You can ask for a Fair Hearing after **[MCO Name]** decides your First Level Complaint or decides your Grievance.

#### What Can I Request a Fair Hearing About and By When Do I Have to Ask for a Fair Hearing?

Your request for a Fair Hearing must be postmarked within **120 days from the date on the notice** telling you **[MCO Name]**'s decision on your First Level Complaint or Grievance about the following:

- The denial of a service or item you want because it is not a covered service or item.
- The denial of payment to a provider for a service or item you got and the provider can bill you for the service or item.
- **[MCO Name]**'s failure to decide a First Level Complaint or Grievance you told **[MCO Name]** about within **[number that is 30 or fewer days]** days from when **[MCO Name]** got your Complaint or Grievance.
- The denial of your request to disagree with **[MCO Name]**'s decision that you have to pay your provider.
- The denial of a service or item, decrease of a service or item, or approval of a service or item different from the service or item you requested because it was not medically necessary.
- You're not getting a service or item within the time by which you should have received a service or item.

You can also request a Fair Hearing within 120 days from the date on the notice telling you that **[MCO Name]** failed to decide a First Level Complaint or Grievance you told

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**[MCO Name]** about within **[number that is 30 or fewer days]** days from when **[MCO Name]** got your Complaint or Grievance.

### How Do I Ask for a Fair Hearing?

Your request for a Fair Hearing must be in writing. You can either fill out and sign the Fair Hearing Request Form included in the Complaint or the Grievance decision notice or write and sign a letter.

If you write a letter, it needs to include the following information:

- Your (the member's) name and date of birth;
- A telephone number where you can be reached during the day;
- Whether you want to have the Fair Hearing in person or by telephone;
- The reason(s) you are asking for a Fair Hearing; and
- A copy of any letter you received about the issue you are asking for a Fair Hearing about.

You must send your request for a Fair Hearing to the following address:

Department of Human Services  
Office of Medical Assistance Programs – HealthChoices Program  
Complaint, Grievance and Fair hearings  
PO Box 2675  
Harrisburg, PA 17105-2675

### What Happens After I Ask for a Fair Hearing?

You will get a letter from the Department of Human Services' Bureau of Hearings and Appeals telling you where the hearing will be held and the date and time for the hearing. You will receive this letter at least 10 days before the date of the hearing.

You may come to where the Fair Hearing will be held or be included by phone. A family member, friend, lawyer or other person may help you during the Fair Hearing. You **MUST** participate in the Fair Hearing.

**[MCO Name]** will also go to your Fair Hearing to explain why **[MCO Name]** made the decision or explain what happened.

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You may ask **[MCO Name]** to give you any records, reports and other information about the issue you requested your Fair Hearing about at no cost to you.

### When Will the Fair Hearing Be Decided?

The Fair Hearing will be decided within 90 days from when you filed your Complaint or Grievance with **[MCO Name]**, not including the number of days between the date on the written notice of the **[MCO Name]**'s First Level Complaint decision or Grievance decision and the date you asked for a Fair Hearing.

If you requested a Fair Hearing because **[MCO Name]** did not tell you its decision about a Complaint or Grievance you told **[MCO Name]** about within **[number that is 30 or fewer]** days from when **[MCO Name]** got your Complaint or Grievance, your Fair Hearing will be decided within 90 days from when you filed your Complaint or Grievance with **[MCO Name]**, not including the number of days between the date on the notice telling you that **[MCO Name]** failed to timely decide your Complaint or Grievance and the date you asked for a Fair Hearing.

The Department of Human Services will send you the decision in writing and tell you what to do if you do not like the decision.

If your Fair Hearing is not decided within 90 days from the date the Department of Human Services receives your request, you may be able to get your services until your Fair Hearing is decided. You can call the Department of Human Services at 1-800-798-2339 to ask for your services.

#### **What to do to continue getting services:**

If you have been getting the services or items that are being reduced, changed or denied and you ask for a Fair Hearing and your request is postmarked or hand-delivered within 10 days of the date on the notice telling you **[MCO Name]**'s First Level Complaint or Grievance decision, the services or items will continue until a decision is made.

### Expedited Fair Hearing

#### **What Can I Do if My Health Is at Immediate Risk?**

If your doctor or dentist believes that waiting the usual time frame for deciding a Fair Hearing could harm your health, you may ask that the Fair Hearing take place more quickly. This is called an expedited Fair Hearing. You can ask for an early decision by calling the Department at 1-800-798-2339 or by faxing a letter or the Fair Hearing Request Form to 717-772-6328. Your doctor or dentist must fax a signed letter to 717-772-6328 explaining why taking the usual amount of time to decide your Fair Hearing

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could harm your health. If your doctor or dentist does not send a letter, your doctor or dentist must testify at the Fair Hearing to explain why taking the usual amount of time to decide your Fair Hearing could harm your health.

The Bureau of Hearings and Appeals will schedule a telephone hearing and will tell you its decision within 3 business days after you asked for a Fair Hearing.

If your doctor does not send a written statement and does not testify at the Fair Hearing, the Fair Hearing decision will not be expedited. Another hearing will be scheduled and the Fair Hearing will be decided using the usual time frame for deciding a Fair Hearing.

You may call **[MCO Name]**'s toll-free telephone number at **[MCO Number]** if you need help or have questions about Fair Hearings, you can contact your local legal aid office at **[MCO insert Phone Number]** or call the Pennsylvania Health Law Project at 1-800-274-3258.

## **EXHIBIT GG**

### **COMPLAINT, GRIEVANCE, AND FAIR HEARING PROCESSES**

#### **A. General Requirements**

1. The PH-MCO must obtain the Department's prior written approval of its Complaint, Grievance, and Fair Hearing policies and procedures.
2. The PH-MCO must have written policies and procedures for registering, responding to, and resolving Complaints and Grievances as they relate to the MA population and must make these policies and procedures available to Members upon request.
3. The PH-MCO policies and procedures resolving Complaints and Grievances as they relate to the MA population should outline expectations that providers secure and submit all documentation available at the time of request for service or item.
4. The PH-MCO must maintain an accurate written record of each Complaint and Grievance and the actions taken by the PH-MCO to resolve each Complaint and Grievance. The record must include at least the following:
  - a. The name of the Member on whose behalf the Complaint or Grievance was filed;
  - b. The date the Complaint or Grievance was received;
  - c. A description of the reason for the Complaint or Grievance;
  - d. The date of each review or review meeting;
  - e. The date of resolution of the Complaint or Grievance and how the Complaint or Grievance was resolved; and
  - f. A copy of any documents or records reviewed.
  - g. Documentation the member was asked if they were in need of an interpreter and that one was provided for them.

The PH-MCO must provide the record of each Complaint and Grievance and the actions taken by the PH-MCO to resolve each Complaint and Grievance to the Department and CMS upon request.

5. The PH-MCO must submit a log of all Complaint and Grievance decisions in a format specified by the Department and must include review of the Complaint and Grievance processes in its QM and UM programs as outlined in Exhibit M(1) Quality Management and Utilization Management Program Requirements.

6. The PH-MCO must have a data system to process, track, and trend all Complaints and Grievances. This system must be updated and maintained to assure accurate accountability.
7. The PH-MCO must designate and train sufficient staff as reported in the Operating Procedures Report (OPS) 11 Provider Education, to be responsible for receiving, processing, and responding to Member Complaints and Grievances in accordance with the requirements specified in this Exhibit. To ensure a seamless transference of information, the PH-MCO will notify and update all changes to correspondence upon receipt of change by email and phone call.
8. PH-MCO staff performing Complaint and Grievance reviews must have the necessary orientation, clinical training, and experience to make an informed, accurate and impartial determination regarding issues assigned to them.
9. The PH-MCO must provide information about the Complaint and Grievance process to all Providers and Subcontractors when the PH-MCO enters into a contract or agreement with the Provider or Subcontractor. The PH-MCO is held accountable for the actions and outcomes from their Providers and Subcontractors. Accountability measures must be submitted to these partners in writing annually and will be reviewed and validated upon request by the Complaints, Grievances and Fair Hearings supervisor or designee.
10. The PH-MCO may not use the time frames or procedures of the Complaint or Grievance process to avoid the medical decision process or to discourage or prevent a Member from receiving Medically Necessary care in a timely manner.
11. The PH-MCO must require that anyone who participates in making the decision on a Complaint or Grievance was not involved in and is not a subordinate of an individual who was involved in any previous level of review or decision-making on the issue that is the subject of the Complaint or Grievance.
12. The PH-MCO may not charge Members a fee for filing a Complaint or a Grievance.
13. The PH-MCO must allow the Member and the Member's representative to have access to all relevant documentation, available in alternative formats if requested, pertaining to the subject of the Complaint or Grievance free of charge and sufficiently in advance of the time frame for resolution of the Complaint or Grievance outlined in this Exhibit.
14. The PH-MCO must maintain the following information in the Member's case file:
  - a. Medical records;
  - b. Any documents or records relied upon or generated by the PH-MCO in connection with the Complaint or Grievance, including any Medical Necessity guidelines used to make a decision or information on coverage limits relied upon to make a decision; and



- c. Any new or additional evidence considered, relied upon, or generated by the PH-MCO in connection with the Complaint or Grievance.
- 15. The PH-MCO must provide language interpreter services at no cost when requested by a Member.
- 16. The PH-MCO must accept Complaints and Grievances from individuals with disabilities which are in alternative formats including: TTY/TDD for telephone inquiries and Complaints and Grievances from Members who are deaf or hearing impaired; Braille; tape; computer disk; and other commonly accepted alternative forms of communication. The PH-MCO must make its employees who receive telephone Complaints and Grievances aware of the speech limitations of Members with disabilities or language barriers, so they treat these individuals with patience, understanding, and respect.
- 17. The PH-MCO must provide Members with disabilities assistance in presenting their case at Complaint or Grievance reviews at no cost to the Member. This includes but is not limited to:
  - a. Providing qualified sign language interpreters for Members who are deaf or hearing impaired;
  - b. Providing information submitted on behalf of the PH-MCO at the Complaint or Grievance review in an alternative format accessible to the Member or Member's representative, filing the Complaint or Grievance. The alternative format version must be supplied to the Member at or before the review, so the Member can discuss and/or refute the content during the review; and
  - c. Providing personal assistance to a Member filing the Complaint or Grievance who has other physical limitations in copying and presenting documents and other evidence.
- 18. The PH-MCO must offer Members the assistance of a PH-MCO staff member trained and updated in the Complaints and Grievances process throughout the Complaint and Grievance processes at no cost to the Member.
- 19. The PH-MCO must provide Members with a toll-free number to file a Complaint or Grievance, request information about the Complaint or Grievance process, and ask any questions the Member may have about the status of a Complaint or Grievance.
- 20. The PH-MCO must, at a minimum, hold in-person reviews of Complaints and Grievances at one location within each of its zones of operation. If a Member requests an in-person review, the PH-MCO must notify the Member of the location of the review and who will be present at the review, using the template specified by the Department.
- 21. The PH-MCO must ensure that any location where it will hold in-person reviews is physically accessible for persons with disabilities.

22. The PH-MCO must notify the Member when the PH-MCO fails to decide a first level Complaint or a Grievance within the time frames specified in this Exhibit, using the template specified by the Department. The PH-MCO must mail this notice to the Member one (1) day following the date the decision was to be made not to exceed 30 calendar days.
23. The PH-MCO must notify the Member when it denies payment after a service or item has been delivered because the service or item was provided without authorization by a Provider not enrolled in the MA Program, using the template specified by the Department. The PH-MCO must mail this notice to the Member on the day the decision is made to deny payment.
24. The PH-MCO must notify the Member when it denies payment after a service or item has been delivered because the service or item provided is not a covered service for the Member, using the template specified by the Department. The PH-MCO must mail this notice to the Member on the day the decision is made to deny payment.
25. The PH-MCO must notify the Member when it denies payment after a service or item has been delivered because the PH-MCO determined that the service or item was not Medically Necessary, using the template specified by the Department. The PH-MCO must mail this notice to the Member on the day the decision is made to deny payment.
26. The PH-MCO must notify the Member when it denies the Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other enrollee financial liabilities, using the template specified by the Department. The PH-MCO must mail this notice to the Member on the day the decision is made to deny payment.
27. The PH-MCO must use all templates specified by the Department, which are available in Docushare.

## **B. Complaint Requirements**

**Complaint:** A dispute or objection regarding:

- a denial because the requested service or item is not a covered service; this does not include BLE.
- the failure of the PH-MCO to provide a service or item in a timely manner, as defined by the Department;
- the failure of the PH-MCO to decide a Complaint within the specified time frames;
- a denial of payment by the PH-MCO after a service or item has been delivered because the service or item was provided without authorization by a Provider not enrolled in the MA Program;

- a denial of payment by the PH-MCO after a service or item has been delivered because the service or item provided is not a covered service for the Member; or
- a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.

These types of complaints must be filed within sixty (60) calendar days from the date of the incident complained of or the date the Member receives written notice of a decision.

A Complaint **without** an adverse benefit determination: is an expression of dissatisfaction about any matter other than an adverse benefit determination. Complaints may include, but are not limited to, the quality of care of services provided, and aspect of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the enrollee's right regardless of whether remedial actions is requested. Complaint includes an enrollee's right to dispute an extension of time proposed by the MCO to make an authorization decision. These types of complaints do not have a filing timeframe.

The term does not include a Grievance.

## 1. First Level Complaint Process

- a. A PH-MCO must permit a Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, to file a first level Complaint either in writing or verbally. The PH-MCO must commit oral requests to writing if not confirmed in writing by the Member and should provide the written Complaint to the Member or Member's representative for signature.
  - i. If the requestor is the Member's representative, the signature may be obtained at any point in the process, and failure to obtain a signed consent may not delay the Complaint process.
  - ii. If the requestor is the Member's Provider, the written consent must be obtained prior to the onset of this process. If written consent from the member or Member's representative has not been obtained by the Provider, the Provider should proceed using the Provider Appeal Process.
- b. If the first level Complaint disputes one of the following, the Member must file a Complaint within sixty (60) calendar days from the date of the incident complained of or the date the Member receives written notice of a decision:
  - i. a denial because the service or item is not a covered service;

- ii. the failure of the PH-MCO to provide a service or item in a timely manner, as defined by the Department;
- iii. the failure of the PH-MCO to decide a Complaint within the specified time frames;
- iv. a denial of payment after the service or item has been delivered because the service or item was provided without authorization by a Provider not enrolled in the MA Program;
- v. a denial of payment after the service or item has been delivered because the service or item provided is not a covered service for the Member; or
- vi. a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities,

For all other Complaints, there is no time limit for filing a first level Complaint.

- c. A Member who files a first level Complaint to dispute a decision to discontinue, reduce, or change a service or item that the Member has been receiving on the basis that the service or item is not a covered service must continue to receive the disputed service or item at the previously authorized level pending resolution of the first level Complaint, if the first level Complaint is made verbally, hand delivered, or post-marked within ten (10) calendar days from the mail date on the written notice of decision.
- d. Upon receipt of the Complaint, the PH-MCO must send the Member and Member's representative, if the Member has designated one in writing, a first level Complaint acknowledgment letter by the next business day, using the template specified by the Department.
- e. The first level Complaint review for all complaints must be conducted by a first level Complaint review committee, which must include one or more employees of the PH-MCO who were not involved in and are not the subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Complaint. For a first level complaint with an adverse benefit determination involving a clinical issue, a licensed physician or dentist, in the same or similar specialty must participate on the committee panel.
- f. A committee member who does not personally attend the first level Complaint review meeting may not be part of the decision-making process unless that committee member actively participates in the review by telephone or videoconference and has the opportunity to review all information presented during the review.

- g. The PH-MCO must afford the Member or Member's representative, a reasonable opportunity to present evidence and testimony and make legal and factual arguments, in person as well as in writing.
- h. The PH-MCO must give the Member at least ten (10) calendar days advance written notice of the first level Complaint review date, using the template specified by the Department. The PH-MCO must be flexible when scheduling the review to facilitate the Member's attendance. If the Member cannot appear in person at the review, the PH-MCO must provide an opportunity for the Member to communicate with the first level Complaint review committee by telephone or videoconference.
- i. The Member may elect not to attend the first level Complaint review meeting, but the meeting must be conducted with the same protocols as if the Member was present.
- j. If a Member requests an in-person first level Complaint review, at a minimum, a member of the first level Complaint review committee must be physically present at the location where the first level Complaint review is held and the other members of the first level Complaint review committee must participate in the review through the use of videoconferencing.
- k. The decision of the first level Complaint review committee must take into account all comments, documents, records, and other information submitted by the Member or the Member's representative without regard to whether such information was submitted or considered in the initial determination of the issue.
- l. The testimony taken by the Complaint review committee (including the Member's comments) must be tape-recorded, transcribed verbatim and maintained as part of the Complaint record.
- m. The first level Complaint review committee must complete its review of the Complaint as expeditiously as the Member's health condition requires.
- n. The first level Complaint review committee must prepare a summary of the issues presented and decisions made, which must be maintained as part of the Complaint record.
- o. The PH-MCO must send a written notice of the first level Complaint decision, using the template specified by the Department, to the Member, Member's representative, if the Member has designated one in writing, service Provider and prescribing Provider, if applicable, within thirty (30) calendar days from the date the PH-MCO received the Complaint unless the time frame for deciding the Complaint has been extended by up to fourteen (14) calendar days at the request of the Member.

- p. If the Complaint disputes one of the following, the Member may file a request for a Fair Hearing, a request for an external review, or both a request for a Fair Hearing and a request for an external review:
  - i. a denial because the service or item is not a covered service;
  - ii. the failure of the PH-MCO to provide a service or item in a timely manner, as defined by the Department;
  - iii. the failure of the PH-MCO to decide the Complaint or Grievance within the specified time frames;
  - iv. a denial of payment by the PH-MCO after the service or item has been delivered because the service or item was provided by a Provider not enrolled in the MA Program;
  - v. a denial of payment by the PH-MCO after the service or item has been delivered because the service or item provided is not a covered service for the Member; or
  - vi. a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.

The Member or Member's representative may file a request for a Fair Hearing within one hundred and twenty (120) calendar days from the mail date on the written notice of the PH-MCO's first level Complaint decision.

The Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file a request for an external review in writing with either DOH or PID within fifteen (15) calendar days from the date the Member receives written notice of the PH-MCO's first level Complaint decision.

For all other Complaints, the Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file a second level Complaint either in writing or verbally within forty-five (45) calendar days from the date the Member receives written notice of the PH-MCO's first level Complaint decision.

## **2. Second Level Complaint Process**

- a. A PH-MCO must permit a Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, to file a second level Complaint either in writing or verbally

for any Complaint unless it is one of the following as they are eligible for a Fair Hearing and/or an external review with the Department of Health.

- i. a denial because the service or item is not a covered service;
  - ii. the failure of the PH-MCO to provide a service or item in a timely manner, as defined by the Department;
  - iii. the failure of the PH-MCO to decide the Complaint within the specified time frames;
  - iv. a denial of payment by the PH-MCO after the service or item has been delivered because the service or item was provided by a Provider not enrolled in the MA Program;
  - v. a denial of payment by the PH-MCO after the service or item has been delivered because the service or item provided is not a covered service for the Member; or
  - vi. a denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.
- b. Upon receipt of the second level Complaint, the PH-MCO must send the Member and Member's representative, if the Member has designated one in writing, a second level Complaint acknowledgment letter by the next business day, using the template specified by the Department.
- c. The second level Complaint review for all other complaints not eligible for a Fair Hearing must be conducted by a second level Complaint review committee made up of three (3) or more individuals who were not involved in and are not the subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Complaint.
- d. At least one-third of the second level Complaint review committee members may not be employees of the PH-MCO or a related subsidiary or Affiliate.
- e. A committee member who does not personally attend the second level Complaint review meeting may not be part of the decision-making process unless that committee member actively participates in the review by telephone or videoconference and has the opportunity to review all information presented during the review.
- f. The PH-MCO must afford the Member a reasonable opportunity to present evidence and testimony and make legal and factual arguments, in person as well as in writing.
- g. The PH-MCO must give the Member at least fifteen (15) calendar days advance written notice of the second level Complaint review date, using the

template specified by the Department. The PH-MCO must be flexible when scheduling the review to facilitate the Member's attendance. If the Member cannot appear in person at the review, the PH-MCO must provide an opportunity for the Member to communicate with the second level Complaint review committee by telephone or videoconference.

- h. The Member may elect not to attend the second level Complaint review meeting, but the meeting must be conducted with the same protocols as if the Member was present.
- i. If a Member requests an in-person second level Complaint review, at a minimum, a member of the second level Complaint review committee must be physically present at the location where the second level Complaint review is held and the other members of the second level Complaint review committee must participate in the review through the use of videoconferencing.
- j. The decision of the second level Complaint review committee must take into account all comments, documents, records, and other information submitted by the Member or the Member's representative without regard to whether such information was submitted or considered previously. The decision of the second level Complaint review committee must be based solely on the information presented at the review.
- k. The testimony taken by the second level Complaint review committee (including the Member's comments) must be tape-recorded, transcribed verbatim and maintained as part of the Complaint record. The Complaint review committee must prepare a verbatim written transcription of the issues presented and decisions made, which must be maintained as part of the Complaint record.
- l. The second level Complaint review committee must complete its review of the second level Complaint as expeditiously as the Member's health condition requires.
- m. The PH-MCO must send a written notice of the second level Complaint decision, using the template specified by the Department, to the Member, Member's representative, if the Member has designated one in writing, service Provider, and prescribing Provider, if applicable, within forty-five (45) calendar days from the date the PH-MCO received the second level Complaint.
- n. The Member or the Member's representative, which may include the Member's Provider, with proof of the Member's written authorization of the representative to be involved and/or act of the Member's behalf, may file in writing a request for an external review of the second level Complaint decision with either DOH or PID within fifteen (15) calendar days from the date the Member receives the written notice of the PH-MCO's second level Complaint decision.



### **3. External Complaint Process**

- a. If a Member files a request directly with PID or DOH for an external review of a Complaint decision that disputes a decision to discontinue, reduce, or change a service or item that the Member has been receiving on the basis that the service or item is not a covered service, the Member must continue to receive the disputed service or item at the previously authorized level pending resolution of the external review, if the request for external review is hand-delivered or post-marked within ten (10) calendar days from the mail date on the written notice of the PH-MCO's first or second level Complaint decision.
- b. Upon the request of either DOH or PID, the PH-MCO must transmit all records from the PH-MCO's Complaint review to the requesting department within thirty (30) calendar days from the request in the manner prescribed by that department. The Member, the Provider, or the PH-MCO may submit additional materials related to the Complaint.
- c. DOH and PID will determine the appropriate agency for the review.

### **4. Expedited Complaint Process**

- a. The PH-MCO must conduct expedited review of a Complaint if the PH-MCO determines that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Complaint process or if a Member or Member's representative, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, provides the PH-MCO with a certification from the Member's Provider that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Complaint process. The certification is only required if the Managed Care Organization cannot make a determination based on the information provided and must include the Provider's signature.
- b. A request for an expedited review of a Complaint may be filed in writing, by fax, verbally, or by email.
- c. Upon receipt of an oral or written request for expedited review, the PH-MCO must inform the Member of the right to present evidence and testimony and make legal and factual arguments in person as well as in writing and of the limited time available to do so.
- d. If the Provider certification is not included with the request for an expedited review and the PH-MCO cannot determine based on the information provided that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Complaint process, the PH-MCO must inform the

Member that the Provider must submit a certification as to the reasons why the expedited review is needed. The PH-MCO must make a reasonable effort to obtain the certification from the Provider. If the Provider certification is not received within seventy-two (72) hours of the Member's request for expedited review, the PH-MCO must decide the Complaint within the standard time frames as set forth in this Exhibit, unless the time frame for deciding the Complaint has been extended by up to fourteen (14) calendar days at the request of the Member. If the PH-MCO decides that expedited consideration within the initial or extended time frame is not warranted, the PH-MCO must make a reasonable effort to give the Member prompt oral notice that the Complaint is to be decided within the standard time frame and send a written notice within two (2) business days of the decision to deny expedited review, using the template specified by the Department.

- e. A Member who files a request for expedited review of a Complaint that disputes a decision to discontinue, reduce, or change a service or item that the Member has been receiving on the basis that the service or item is not a covered service must continue to receive the disputed service or item at the previously authorized level pending resolution of the Complaint, if the request for expedited review is made verbally, hand delivered, faxed, emailed, or post-marked within ten (10) calendar days from the mail date on the written notice of decision.
- f. Expedited review of a Complaint must be conducted by a Complaint review committee that includes a licensed physician or dentist in the same or similar specialty that typically manages or consults on the service or item in question. Other appropriate Providers may participate in the review, but the licensed physician must decide the Complaint. The members of the expedited Complaint review committee may not have been involved in and may not be the subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Complaint.
- g. The testimony taken by the expedited Complaint review committee (including the Member's comments) must be tape-recorded, transcribed verbatim and maintained as part of the expedited Complaint record.
- h. The PH-MCO must issue the decision resulting from the expedited review in person or by phone to the Member, the Member's representative, if the Member has designated one in writing, service Provider and prescribing Provider, if applicable, within either forty-eight (48) hours of receiving the Provider certification or seventy-two (72) hours of receiving the Member's request for an expedited review, whichever is shorter, unless the time frame for deciding the expedited Complaint has been extended by up to fourteen (14) calendar days at the request of the Member. In addition, the PH-MCO must mail written notice of the decision to the Member, the Member's representative, if the Member has designated one in writing, the service Provider, and prescribing Provider, if applicable, within two (2) business days of the decision, using the template specified by the Department.

- i. The Member or the Member's representative may file a request for a Fair Hearing within one hundred and twenty (120) calendar days from the mail date on the written notice of the PH-MCO's expedited Complaint decision.
- j. The Member, or the Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file a request for an expedited external Complaint review with the PH-MCO within two (2) business days from the date the Member receives the PH-MCO's expedited Complaint decision. A Member who files a request for an expedited Complaint review that disputes a decision to discontinue, reduce, or change a service or item that the Member has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the request for expedited Complaint review.
- k. A request for an expedited external Complaint review may be filed in writing, by fax, verbally, or by email.
- l. The PH-MCO must follow DOH guidelines relating to submission of requests for expedited external Complaint reviews.
- m. The PH-MCO may not take punitive action against a Provider who requests expedited resolution of a Complaint or supports a Member's request for expedited review of a Complaint.

## **C. Grievance Requirements**

**Grievance:** A request to have a PH-MCO or utilization review entity reconsider a decision concerning the Medical Necessity and appropriateness of a covered service. A Grievance may be filed regarding a PH-MCO's decision to 1) deny, in whole or in part, payment for a service or item; 2) deny or issue a limited authorization of a requested service or item, including a determination based on the type or level of service or item; 3) reduce, suspend, or terminate a previously authorized service or item; 4) deny the requested service or item but approve an alternative service or item 5) deny a request for a BLE and 6) decide a Grievance within the specified time frames.

The term does not include a Complaint.

### **1. Grievance Process**

- a. A PH-MCO must permit a Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, to file a Grievance either in writing or verbally. The PH-MCO must commit oral requests to writing if not confirmed in writing by the Member and should provide the written Grievance to the Member or the Member's representative for signature.

- i. If the requestor is the Member representative, the signature may be obtained at any point in the process, and the failure to obtain a signed consent may not delay the Grievance process.
  - ii. If the requestor is the Member's Provider, the written consent must be obtained prior to the onset of this process. If written consent from the member or Member's representative has not been obtained by the Provider, the Provider should proceed using the Provider Appeal Process.
- b. A Member must file a Grievance within sixty (60) calendar days from the date the Member receives written notice of decision.
- c. A Member who files a Grievance that disputes a decision to discontinue, reduce, or change a service or item that the Member has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the Grievance, if the Grievance is made verbally, hand delivered, or post-marked within ten (10) calendar days from the mail date on the written notice of decision.
- d. Upon receipt of the Grievance, the PH-MCO must send the Member and Member's representative, if the Member has designated one in writing, a Grievance acknowledgment letter by the next business day, using the template specified by the Department.
- e. A Member who consents to the filing of a Grievance by a Provider may not file a separate Grievance. The Member may rescind consent throughout the process upon written notice to the PH-MCO and the Provider.
- f. In order for the Provider to represent the Member in the conduct of a Grievance, the Provider must obtain the written consent of the Member and submit the written consent with the Grievance. A Provider may obtain the Member's written permission at the time of treatment. The PH-MCO must assure that a Provider does NOT require a Member to sign a document authorizing the Provider to file a Grievance as a condition of treatment. The written consent must include:
  - i. The name and address of the Member, the Member's date of birth and identification number;
  - ii. If the Member is a minor, or is legally incompetent, the name, address, and relationship to the Member of the person who signed the consent;
  - iii. The name, address, and PH-MCO identification number of the Provider to whom the Member is providing consent;
  - iv. The name and address of the PH-MCO to which the Grievance will be submitted;

- v. An explanation of the specific service or item which was provided or denied to the Member to which the consent will apply;
  - vi. The following statement: "The Member or the Member's representative may not submit a Grievance concerning the service or item listed in this consent form unless the Member or the Member's representative rescinds consent in writing. The Member or the Member's representative has the right to rescind consent at any time during the Grievance process.";
  - vii. The following statement: "The consent of the Member or the Member's representative shall be automatically rescinded if the Provider fails to file a Grievance or fails to continue to prosecute the Grievance through the review process.";
  - viii. The following statement: "The Member or the Member's representative, if the Member is a minor or is legally incompetent, has read, or has been read, this consent form, and has had it explained to his/her satisfaction. The Member or the Member's representative understands the information in the Member's consent form."; and
  - ix. The dated signature of the Member, or the Member's representative, and the dated signature of a witness.
- g. The Grievance review must be conducted by a Grievance review committee made up of three (3) or more individuals who were not involved in and are not the subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Grievance.
  - h. At least one-third of the Grievance review committee may not be employees of the PH-MCO or a related subsidiary or Affiliate.
  - i. The Grievance review committee must include a licensed physician or dentist in the same or similar specialty that typically manages or consults on the service or item in question. Other appropriate Providers may participate in the review, but the licensed physician must decide the Grievance.
  - j. A committee member who does not personally attend the Grievance review may not be part of the decision-making process unless that committee member actively participates in the review by telephone or videoconference and has the opportunity to review all information introduced during the review.
  - k. The PH-MCO must afford the Member or Member's representative a reasonable opportunity to present evidence and testimony and make legal and factual arguments, in person as well as in writing.
  - l. The PH-MCO must give the Member at least ten (10) calendar days advance written notice of the review date, using the template specified by the

Department. The PH-MCO must be flexible when scheduling the review to facilitate the Member's attendance. If the Member cannot appear in person at the review, the PH-MCO must provide an opportunity for the Member to communicate with the Grievance review committee by telephone or videoconference.

- m. The Member may elect not to attend the Grievance review meeting, but the meeting must be conducted with the same protocols as if the Member was present.
- n. If a Member requests an in-person Grievance review, at a minimum, a member of the Grievance review committee must be physically present at the location where the Grievance review is held and the other members of the Grievance review committee must participate in the review through the use of videoconferencing.
- o. The decision of the Grievance review committee must take into account all comments, documents, records, and other information submitted by the Member or the Member's representative without regard to whether such information was submitted or considered in the initial determination of the issue. The decision of the Grievance review committee must be based solely on the information presented at the review.
- p. The testimony taken by the Grievance review committee (including the Member's comments) must be tape-recorded, transcribed verbatim and a written transcription prepared and maintained as part of the Grievance record.
- q. The Grievance review committee must complete its review of the Grievance as expeditiously as the Member's health condition requires.
- r. The PH-MCO must send a written notice of the Grievance decision, using the template specified by the Department, to the Member, Member's representative, if the Member has designated one in writing, service Provider and prescribing Provider, if applicable, within thirty (30) calendar days from the date the PH-MCO received the Grievance, unless the time frame for deciding the Grievance has been extended by up to fourteen (14) calendar days at the request of the Member.
- s. The Member may file a request for a Fair Hearing, a request for an external review, or both a request for a Fair Hearing and a request for an external review.

The Member or Member's representative may file a request for a Fair Hearing within one hundred and twenty (120) calendar days from the mail date on the written notice of the PH-MCO's Grievance decision.

The Member or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for a

representative to be involved and/or act on the Member's behalf, may file a request with the PH-MCO for an external review of a Grievance decision by a certified review entity (CRE) appointed by DOH. The request must be filed in writing or verbally within fifteen (15) calendar days from the date the Member receives the written notice of the PH-MCO's Grievance decision.

## **2. External Grievance Process:**

- a. The PH-MCO must process all requests for external Grievance review. The PH-MCO must follow the protocols established by DOH in meeting all time frames and requirements necessary in coordinating the request and notification of the decision to the Member, Member's representative, if the Member has designated one in writing, service Provider, and prescribing Provider.
- b. A Member who files a request for an external Grievance review that disputes a decision to discontinue, reduce, or change a service or item that the Member has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the external Grievance review, if the request for external Grievance review is made verbally, hand delivered, or post-marked within ten (10) calendar days from the mail date on the written notice of the PH-MCO's Grievance decision.
- c. Within five (5) business days of receipt of the request for an external Grievance review, the PH-MCO must notify the Member, the Member's representative, if the Member has designated one in writing, the Provider if the Provider filed the request for the external Grievance review, and DOH that the request for external Grievance review has been filed.
- d. The external Grievance review must be conducted by a CRE not affiliated with the PH-MCO.
- e. Within two (2) business days from receipt of the request for an external Grievance review, DOH will randomly assign a CRE to conduct the review and notify the PH-MCO and assigned CRE of the assignment.
- f. If DOH fails to select a CRE within two (2) business days from receipt of a request for an external Grievance review, the PH-MCO may designate a CRE to conduct a review from the list of CREs approved by DOH. The PH-MCO may not select a CRE that has a current contract or is negotiating a contract with the PH-MCO or its Affiliates or is otherwise affiliated with the PH-MCO or its Affiliates.
- g. The PH-MCO must forward all documentation regarding the Grievance decision, including all supporting information, a summary of applicable issues, and the basis and clinical rationale for the Grievance decision, to the CRE conducting the external Grievance review. The PH-MCO must transmit this information within fifteen (15) calendar days from receipt of the Member's request for an external Grievance review.

- h. Within fifteen (15) calendar days from receipt of the request for an external Grievance review by the PH-MCO, the Member or the Member's representative, or the Member's Provider, may supply additional information to the CRE conducting the external Grievance review for consideration. Copies must also be provided at the same time to the PH-MCO so that the PH-MCO has an opportunity to consider the additional information.
- i. Within sixty (60) calendar days from the filing of the request for the external Grievance review, the CRE conducting the external Grievance review must issue a written decision to the PH-MCO, the Member, the Member's representative, and the Provider (if the Provider filed the Grievance with the Member's consent) that includes the basis and clinical rationale for the decision. The standard of review must be whether the service or item is Medically Necessary and appropriate under the terms of this Agreement.
- j. The external Grievance decision may be appealed by the Member, the Member's representative, or the Provider to a court of competent jurisdiction (Commonwealth Court) within sixty (60) calendar days from the date the Member receives notice of the external Grievance decision.

### **3. Expedited Grievance Process**

- a. The PH-MCO must conduct expedited review of a Grievance if the PH-MCO determines that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Grievance process or if a Member or Member representative, with proof of the Member's written authorization for a representative to be involved and/or act on the Member's behalf, provides the PH-MCO with a certification from the Member's Provider that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Grievance process. The certification is only required if the Managed Care Organization cannot make a determination based on the information provided and must include the Provider's signature.
- b. A request for expedited review of a Grievance may be filed in writing, by fax, by email, or verbally.
- c. The expedited review process is bound by the same rules and procedures as the Grievance review process with the exception of time frames, which are modified as specified in this section.
- d. Upon receipt of an oral or written request for expedited review, the PH-MCO must inform the Member of the right to present evidence and testimony and make legal and factual arguments in person as well as in writing and of the limited time available to do so.



- e. If the Provider certification is not included within the request for an expedited review and the PH-MCO cannot determine based on the information provided that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Grievance process, the PH-MCO must inform the Member that the Provider must submit a certification as to the reasons why the expedited review is needed. The PH-MCO must make a reasonable effort to obtain the certification from the Provider. If the Provider certification is not received within seventy-two (72) hours of the Member's request for expedited review, the PH-MCO must decide the Grievance within the standard time frames as set forth in this Exhibit, unless the time frame for deciding the Grievance has been extended by up to fourteen (14) calendar days at the request of the Member. If the PH-MCO decides that expedited consideration with the initial or extended time frame is not warranted, the PH-MCO must make a reasonable effort to give the Member prompt oral notice that the Grievance is to be decided within the standard time frame and send a written notice within two (2) business days of the decision to deny expedited review, using the template specified by the Department.
- f. A Member who files a request for expedited review of a Grievance that disputes a decision to discontinue, reduce, or change a service or item that the Member has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the Grievance, if the request for expedited review of a Grievance is made verbally, hand delivered, or post-marked within ten (10) calendar days from the mail date on the written notice of decision.
- g. Expedited review of a Grievance must be conducted by a Grievance review committee made up of three (3) or more individuals who were not involved in and are not the subordinates of an individual involved in any previous level of review or decision-making on the issue that is the subject of the Grievance.
- h. At least one-third of the expedited Grievance review committee may not be employees of the PH-MCO or a related subsidiary or Affiliate.
- i. The expedited Grievance review committee must include a licensed physician or dentist in the same or similar specialty that typically manages or consults on the service or item in question. Other appropriate Providers may participate in the review, but the licensed physician must decide the Grievance.
- j. The testimony taken by the expedited Grievance review committee (including the Member's comments) must be tape-recorded, transcribed verbatim and maintained as part of the expedited Grievance record.
- k. The PH-MCO must issue the decision resulting from the expedited review in person or by phone to the Member, the Member's representative, if the Member has designated one in writing, service Provider, and prescribing

Provider, if applicable, within either forty-eight (48) hours of receiving the Provider certification or seventy-two (72) hours of receiving the Member's request for an expedited review, whichever is shorter, unless the time frame for deciding the expedited Grievance has been extended by up to fourteen (14) calendar days at the request of the Member. In addition, the PH-MCO must mail written notice of the decision to the Member, the Member's representative, if the Member has designated one in writing, service Provider, and prescribing Provider, if applicable, within two (2) business days of the decision, using the template specified by the Department.

- l. The Member or the Member's representative may file a request for a Fair Hearing within one hundred and twenty (120) calendar days from the mail date on the written notice of the PH-MCO's expedited Grievance decision.
- m. The Member, or Member's representative, which may include the Member's Provider, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, may file a request for an expedited external Grievance review with the PH-MCO within two (2) business days from the date the Member receives the PH-MCO's expedited Grievance decision. A Member who files a request for an expedited external Grievance review that disputes a decision to discontinue, reduce, or change a service or item that the Member has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the request for expedited Grievance review.
- n. A request for an expedited external Grievance review may be filed in writing, by fax, orally, or by email.
- o. The PH-MCO must follow DOH guidelines relating to submission of requests for expedited external Grievance reviews.
- p. The PH-MCO may not take punitive action against a Provider who requests expedited resolution of a Grievance or supports a Member's request for expedited review of a Grievance.

#### **D. Department's Fair Hearing Requirements**

**Fair Hearing:** A hearing conducted by the Department's Bureau of Hearings and Appeals (BHA) or a Department designee.

##### **1. Fair Hearing Process**

- a. A Member or Member's representative, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, must file a Complaint or Grievance with the PH-MCO and receive a decision on the Complaint or Grievance before filing a request for a Fair Hearing. If the PH-MCO fails to provide written notice of a Complaint or Grievance decision within the time frames specified in this Exhibit, the

Member is deemed to have exhausted the Complaint or Grievance process and may request a Fair Hearing.

- b. The Member or the Member's representative may request a Fair Hearing in writing, signed by the member or Member's representative, with proof of the Member's written authorization for the representative to be involved and/or act on the Member's behalf, within one hundred and twenty (120) calendar days from the mail date on the written notice of the PH-MCO's first level Complaint decision or Grievance decision for any of the following:
  - i. the denial, in whole or part, of payment for a requested service or item based on lack of Medical Necessity;
  - ii. the denial of a requested service or item because the service or item is not a covered service;
  - iii. the reduction, suspension, or termination of a previously authorized service or item;
  - iv. the denial of a requested service or item but approval of an alternative service or item;
  - v. the failure of the PH-MCO to provide a service or item in a timely manner, as defined by the Department;
  - vi. the failure of a PH-MCO to decide a Complaint or Grievance within the specified time frame;
  - vii. the denial of payment after a service or item has been delivered because the service or item was provided by a Provider not enrolled in the MA Program;
  - viii. the denial of payment after a service or item has been delivered because the service or item is not a covered service for the Member;
  - ix. the denial of a Member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Member financial liabilities.
- c. The request for a Fair Hearing must include a copy of the written notice of decision that is the subject of the request unless the PH-MCO failed to provide written notice of the Complaint or Grievance decision within the time frames specified in this Exhibit.
- d. A Fair Hearing may be requested as follows:
  - i. Fax: 1-717-772-6328
  - ii. Mail: Department of Human Services

OMAP – HealthChoices Program  
Complaint, Grievance and Fair Hearings  
P.O. Box 2675  
Harrisburg, Pennsylvania 17105-2675

- e. A Member who files a request for a Fair Hearing that disputes a decision to discontinue, reduce, or change a service or item that the Member has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the Fair Hearing, if the request for a Fair Hearing is hand delivered, faxed, or post-marked within ten (10) calendar days from the mail date on the written notice of decision.
- f. Upon receipt of the request for a Fair Hearing, BHA or the Department's designee will schedule a hearing. The Member and the PH-MCO will receive notification of the hearing date by letter at least ten (10) calendar days before the hearing date, or a shorter time if requested by the Member. The letter will outline the type of hearing, the location of the hearing (if applicable), and the date and time of the hearing.
- g. The PH-MCO is a party to the hearing and must be present. The PH-MCO, which may be represented by an attorney, must be prepared to explain and defend the issue on appeal. BHA's decision is based solely on the evidence presented at the hearing. The absence of the PH-MCO from the hearing will not be reason to postpone the hearing.
- h. The PH-MCO must provide Members, at no cost, with records, reports, and documents relevant to the subject of the Fair Hearing.
- i. BHA will issue an adjudication within ninety (90) calendar days of the date the Member filed the first level Complaint or the Grievance with the PH-MCO, not including the number of days before the Member requested the Fair Hearing. If BHA fails to issue an adjudication within ninety (90) calendar days of receipt of the initial request of the first level complaint or grievance, less the time it took the member to request a Fair Hearing, the PH-MCO must comply with the requirements at 55 Pa. Code § 275.4 regarding the provision of interim assistance upon the request for such by the Member. When the Member is responsible for delaying the hearing process, it will be extended by the length of the delay attributed to the Member.
- j. BHA's adjudication is binding on the PH-MCO unless reversed by the Secretary of Human Services. Either party may request reconsideration from the Secretary within fifteen (15) calendar days from the date of the adjudication. Only the Member may appeal to Commonwealth Court within thirty (30) calendar days from the date of the BHA adjudication or from the date of the Secretary's final order, if reconsideration was granted. The decisions of the Secretary and the Court are binding on the PH-MCO.

## **2. Expedited Fair Hearing Process**

- a. A Member or the Member's representative may file a request for an expedited Fair Hearing with the Department either in writing or orally.
- b. A Member must exhaust the Complaint or Grievance process prior to filing a request for an expedited Fair Hearing.
- c. BHA will conduct an expedited Fair Hearing if a Member or a Member's representative provides the Department with a signed written certification from the Member's Provider that the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Fair Hearing process or if the Provider provides testimony at the Fair Hearing which explains why using the usual time frames would place the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function in jeopardy.
- d. A Member who files a request for an expedited Fair Hearing that disputes a decision to discontinue, reduce, or change a service or item that the Member has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the Fair Hearing, if the request for an expedited Fair Hearing is made orally, hand delivered, or post-marked within ten (10) calendar days from the mail date on the written notice of decision.
- e. Upon the receipt of the request for an expedited Fair Hearing, BHA or the Department's designee will schedule a hearing.
- f. The PH-MCO is a party to the hearing and must be present. The PH-MCO, which may be represented by an attorney, must be prepared to explain and defend the issue on appeal. The absence of the PH-MCO from the hearing will not be reason to postpone the hearing.
- g. The PH-MCO must provide the Member, at no cost, with records, reports, and documents relevant to the subject of the Fair Hearing.
- h. BHA will issue an adjudication within three (3) business days from receipt of the Member's oral or written request for an expedited review.
- i. BHA's adjudication is binding on the PH-MCO unless reversed by the Secretary of Human Services. Either party may request reconsideration from the Secretary within fifteen (15) calendar days from the date of the adjudication. Only the Member may appeal to Commonwealth Court within thirty (30) calendar days from the date of adjudication or from the date of the Secretary's final order, if reconsideration was granted. The decisions of the Secretary and the Court are binding on the PH-MCO.

#### **E. Provision of and Payment for Service or Item Following Decision**

1. If the PH-MCO, BHA, or the Secretary reverses a decision to deny, limit, or delay a service or item that was not furnished during the Complaint, Grievance, or Fair

Hearing process, the PH-MCO must authorize or provide the disputed service or item as expeditiously as the Member's health condition requires but no later than seventy-two (72) hours from the date it receives notice that the decision was reversed. If the PH-MCO requests reconsideration, the PH-MCO must authorize or provide the disputed service or item pending reconsideration unless the PH-MCO requests a stay of the BHA decision and the stay is granted.

2. If the PH-MCO, BHA, or the Secretary reverses a decision to deny authorization of a service or item, and the Member received the disputed service or item during the Complaint, Grievance, or Fair Hearing process, the PH-MCO must pay for the service or item that the Member received.

## **EXHIBIT KK**

### **REPORTING SUSPECTED FRAUD AND ABUSE TO THE DEPARTMENT**

The following requirements are adapted from 55 PA Code §1101, General Provisions for the Medical Assistance Program, specifically 55 PA Code §1101.75(a) and (b), Provider Prohibited Acts, which are directly adapted from the 62 PS §1407, (also referred to as Act 105 of 1980, Fraud and Abuse Control Act) and Federal Regulations 42 C.F.R. §§438.608(a)(7-8) and 455.23(a). The basis for Recipient referrals is 55 PA Code §1101.91 and §1101.92, Recipient Misutilization and Abuse and Recipient Prohibited Acts. For information on these regulations, go to the Pennsylvania Code and Bulletin website.

#### **Reporting Requirements:**

PH-MCOs are required to report to the Department any act by Providers/Recipients/Caregivers/Employees that may affect the integrity of the HealthChoices Program under the Medical Assistance Program. Specifically, if the PH-MCO suspects that either Fraud, Abuse or Waste (as discussed in Section V.O.4, Fraud and Abuse, of the Agreement) may have occurred, the PH-MCO must report the issue to the Department's Bureau of Program Integrity (BPI). In addition to referrals to the Department, the PH-MCO is required to simultaneously submit fraud referrals to the Pennsylvania Office of Attorney General Medicaid Fraud Control Section in accordance with 42 C.F.R. §438.608(a)(7). The referrals shall be submitted \ using the Department's PH-MCO Referral Form. Fraud referrals submitted to the Department using the PH-MCO Referral Form will be automatically sent to the Pennsylvania Office of Attorney General's Medicaid Fraud Control Section. The PH-MCO must have a process to notify BPI of any adverse actions and/or provider disclosures taken during the credentialing/re-credentialing process. Depending on the nature or extent of the problem, it may also be advisable to place the individual Provider on prepayment review or suspend payments to avoid unnecessary expenditures during the review process.

In addition to referrals to the Department, the PH-MCO is required to simultaneously submit fraud referrals directly to the Pennsylvania Office of Attorney General, Medicaid Fraud Control Section as provided in 42 C.F.R. §438.608(a)(7). Fraud referrals to the Pennsylvania Office of Attorney General, Medicaid Fraud Control Section may be submitted by using the Department's PH-MCO Referral Form. Fraud referrals submitted to the Department using the PH-MCO Referral Form will be automatically forwarded by the Department to the Pennsylvania Office of Attorney General, Medicaid Fraud Control Section. After the referral form is submitted, the PH-MCO is required to upload the supporting documentation to the Department using DocuShare. The PH-MCO is also required to upload the same supporting documentation to the Office of Attorney General, Medicaid Fraud Control Section through ShareFile.

The PH-MCO must also notify the Department if it recovers overpayments or improper payments related to Fraud, Waste or Abuse of Medical Assistance funds from non-administrative overpayments or improper payments made to Network Providers, or

otherwise takes an adverse action against a Provider, e.g. restricting the Members or services of a PCP.

PH-MCOs are also required to report quality issues to the Department for further investigation. Quality issues are those which, on an individual basis, affect the Recipient's health (e.g. poor-quality services, inappropriate treatment, aberrant and/or abusive prescribing patterns, and withholding of Medically Necessary services from Recipient).

All Fraud, Abuse, Waste or quality referrals must be made within thirty (30) days of the identification of the problem/issue. The PH-MCO must conduct a preliminary investigation to the level of an indication of indicia of fraud. The PH-MCO may informally consult with other state agencies or law enforcement to reach this determination. The PH-MCO must send to BPI all relevant documentation collected to support the referral. Such information includes, but is not limited to, the materials listed on the "Checklist of Supporting Documentation for Referrals" located at the end of this exhibit. The Fraud and Abuse Coordinator, or the responsible party completing the referral, should check the appropriate boxes on the "Checklist of Supporting Documentation for Referrals" form to indicate the supporting documentation that is sent with each referral. A copy of the completed checklist and all supporting documentation should accompany each referral. Any egregious situation or act (e.g. those that are causing or imminently threaten to cause harm to a Member or significant financial loss to the Department or its agent) must be referred immediately to the Department's Bureau of Program Integrity for further investigation.

Failure to comply with the requirements of Exhibit KK will result in sanctions and or corrective action as stated in the HealthChoices Agreement. The Department must suspend all Medicaid payments to a provider after a determination that there is a credible allegation of fraud for which an investigation is pending against an individual or entity unless the Department has good cause not to suspend payments or to suspend payments in part. (42 C.F.R. 455.23 (a)). Upon notification from the Department of the imposition of a payment suspension, the PH-MCO, at a minimum, must also suspend payments to the provider.

The following processes are required for Provider/Caregiver and Employee referrals, unless prior approval is received from BPI. Reports must be submitted online using the PH-MCO Referral Form. Fraud allegations will result in an automatic dual referral to the Office of Attorney General and the Department. The instructions and form templates are located on the HealthChoices extranet website under Managed Care Programs/Fraud and Abuse.

Once completed, the PH-MCO must electronically submit the form to BPI. Additionally, the following information must be submitted to BPI electronically using a DocuShare folder designated by BPI:

- Checklist of Supporting Documentation for Referrals, accessible on the PH-MCO Referral Form,
- A copy of the confirmation page which will appear after the "Submit" button is clicked, submitting the PH-MCO Referral Form, and
- All supporting documentation. Referrals will not be processed but will be returned for



further development if they are received without all supporting documentation.

The same information must be uploaded to the Office of Attorney General, Medicaid Fraud Control Section ShareFile system.

If DocuShare is inaccessible for any reason, the PH MCO will notify the BPI contract monitor, then mail the supporting information above to the below address:

Department of Human Services  
Bureau of Program Integrity – DPPC/DPR  
P.O. Box 2675  
Harrisburg, PA 17105-2675

All suspected member fraud, abuse and/or waste should be reported directly to the Bureau of Program Integrity's Recipient Restriction Section by the PH-MCO's Recipient Restriction Coordinator using the established restriction referral process.

In the event member fraud is suspected but the criteria for restriction is not met, the PH-MCO's Restriction Coordinator should forward all supporting documentation, including a narrative description of the alleged fraud, to the Department's Recipient Restriction Section.

All subsequent information should also be sent to the Recipient Restriction Section at:

Department of Human Services  
Bureau of Program Integrity  
Recipient Restriction Program  
P.O. Box 2675  
Harrisburg, PA 17105-2675  
717-772-4627 (office)  
717- 214-1200 (fax)

### **Checklist of Supporting Documentation for Referrals**

- All referrals should have the confirmation page from online referral attached.
- Please check the appropriate boxes that indicate the supporting documentation included with your referral.

Example of materials for provider, caregiver or staff person referrals –

- ☐ confirmation page from online referral
- ☐ FEIN#
- ☐ encounter forms (lacking signatures or forged signatures)
- ☐ timesheets
- ☐ attendance records of recipient
- ☐ written statement from parent, provider, caregiver, recipient or other individual that services were not rendered or a signature was forged
- ☐ progress notes
- ☐ internal audit report
- ☐ interview findings
- ☐ sign-in log sheet
- ☐ complete medical records
- ☐ résumé and supporting résumé documentation (college transcripts, copy of degree)
- ☐ credentialing file (DEA license, CME, medical license, board certification, Department of Health certification, Medicare certification)
- ☐ copies of complaints filed by members
- ☐ admission of guilt statement
- ☐ other: \_\_\_\_\_

Example of materials for pharmacy referrals –

- ☐ paid claims
- ☐ prescriptions
- ☐ signature logs
- ☐ encounter forms
- ☐ purchase invoices
- ☐ EOB's
- ☐ delivery slips
- ☐ licensing information
- ☐ other: \_\_\_\_\_

Example of materials for RTF referrals –

- ☐ complete medical records
- ☐ discharge summary
- ☐ progress notes from providers, nurses, other staff
- ☐ psychological evaluation
- ☐ other: \_\_\_\_\_

Example of materials for behavioral health referrals –

- ☐ complete medical and mental health record
- ☐ results of treatment rendered/ ordered, including the results of all lab tests and diagnostic studies
- ☐ summaries of all hospitalizations all
- ☐ psychiatric examinations
- ☐ all psychological evaluations
- ☐ treatment plans
- ☐ all prior authorizations request packets and the resultant prior authorization number
- ☐ encounter forms (lacking signatures or forged signatures)
- ☐ plan of care summaries
- ☐ documentation of treatment team or Interagency Service Planning Team meetings
- ☐ progress notes
- ☐ other: \_\_\_\_\_

Example of materials for DME referrals –

- ☐ orders, prescriptions, and/or certificates of medical necessity (CMN for the equipment)
  - ☐ delivery slips and/or proof of delivery of equipment copies
  - ☐ of checks or proof of copay payment by recipient
  - ☐ diagnostic testing in the records
  - ☐ copy of company's current licensure
  - ☐ copy of the Policy and Procedure manual applicable to DME items
  - ☐ other: \_\_\_\_\_
- \_\_\_\_\_

## **EXHIBIT OO**

### **COORDINATION OF CARE ENTITIES**

Examples of coordination of care entities are listed below. This list is not inclusive of all coordination of care entities.

- Community HealthChoices Managed Care Organizations (CHC-MCOs)
- HealthChoices Behavioral Health Managed Care Organizations (BH-MCOs)
- County Office of Drug and Alcohol Programs
- Department of Drug and Alcohol Programs (DDAP)
- Office of Children, Youth, and Families (OCYF)
- County Children and Youth Agencies
- Office of Developmental Programs (ODP)
- County Intellectual Disability (ID) Agencies and County ID Health Care Coordination Units
- Intermediate Care Facility Providers
- Office of Mental Health and Substance Abuse Services (OMHSAS)
- Office of Long Term Living (OLTL)
- County Mental Health Agencies
- PA. Department of Health's Community Health District Offices
- County and Municipal Health Departments
- Special Kids Network Helpline
- Childhood Lead Poisoning Prevention Projects (CLPPPs)
- School Districts and Intermediate Units
- School Based Health Centers
- Juvenile Detention Centers
- Juvenile Probation Offices
- Area Agency on Aging (AAA)
- Community Service Organizations
- Public Health Entities
- Consumer Advocacy Groups
- WIC Agencies, Head Start Agencies, and Family Centers
- Public Housing Authorities
- Opioid Use Disorder Centers of Excellence
- Career Link
- Office of Vocational Rehabilitation

## **EXHIBIT XX**

### **ENCOUNTER DATA SUBMISSION REQUIREMENTS AND PENALTY APPLICATIONS**

The submission of timely and accurate Encounter Data is critical to the Department's ability to establish and maintain cost effective and quality managed care programs. Consequently, the requirements for submission and metrics for measuring the value of the data for achieving these goals are crucial.

- **CERTIFICATION REQUIREMENTS**

All PH-MCOs must be certified through the Department's MMIS prior to the submission of live Encounter Data. The certification process is detailed on the Pennsylvania HealthChoices Extranet.

- **SUBMISSION REQUIREMENTS**

- **Timeliness:**

With the exception of NCPDP Encounters, all PH-MCO approved Encounters and those specified PH-MCO-denied Encounters must be approved in the Department's MMIS by the last day of the third month following the month of initial PH-MCO adjudication. NCPDP Encounters must be submitted and approved in the Department's MMIS within thirty (30) days following the PH-MCO adjudication.

- **Metric:**

During the six months following the month of the initial MMIS adjudication, Encounters will be analyzed for timely submission.

- Failure to achieve the Department's MMIS approved/paid status for 98% of all PH-MCO paid/approved and specified PH-MCO denied Encounters by the last day of the third month following initial PH-MCO adjudication may result in a penalty.
    - Any Encounter Data corrected or initially submitted after the last day of the third month following initial PH-MCO adjudication may be subject to a penalty.

**Accuracy and Completeness:**

Accuracy and completeness are based on consistency between Encounter Data submitted to the Department's MMIS and information for the same service maintained by the PH-MCO in their Claims/service history database.

- **Metric:**

Accuracy and completeness will be determined through a series of analyses of PH-MCO Claims history data and Encounters received and processed through the Department's MMIS. This analysis will be done at least yearly but no more than twice a year and will consist of making comparisons between encounter samples and what is found in the PH-MCO's claims history. Samples may also be drawn from the PH-MCO's service history and compared with Encounters processed through the Department's MMIS.

Samples will be drawn proportionally based on the PH-MCO financial expenditures for each transaction type submitted during the review period. Each annual or semi-annual analysis will be based on a statistically valid sample of no less than 200 records.

- **PENALTY PROVISION**

Timeliness:

Failure to comply with timeliness requirements will result in a sanction of up to \$10,000 for each program month.

Completeness and Accuracy:

Errors in accuracy or completeness that are identified by the Department in an annual or semi-annual analysis will result in sanctions as follows. An error in accuracy or completeness or both, in one sample record, counts as one error.

Percentage of the sample that includes an error	Sanction
Less than 1.0 percent	None
1.0 – 1.4 percent	\$4,000
1.5 – 2.0 percent	\$10,000
2.1 - 3.0 percent	\$16,000
3.1 – 4.0 percent	\$22,000
4.1 – 5.0 percent	\$28,000
5.1 – 6.0 percent	\$34,000
6.1 – 7.0 percent	\$40,000
7.1 – 8.0 percent	\$46,000
8.1 – 9.0 percent	\$52,000
9.1 – 10.0 percent	\$58,000
10.1 percent and higher	\$100,000

## **EXHIBIT AAA**

### **PROVIDER NETWORK COMPOSITION/SERVICE ACCESS**

#### **1. Network Composition**

The PH-MCO must consider the following in establishing and maintaining its Provider Network:

- The anticipated MA enrollment,
- The expected utilization of services, taking into consideration the characteristics and health care needs of specific MA populations represented in the PH-MCO,
- The number and types, in terms of training, experience, and specialization, of Providers required to furnish the contracted MA services,
- The number of Network Providers who are not accepting new MA patients, and
- The geographic location of Providers and Members, considering distance, travel time, the means of transportation ordinarily used by Members, and whether the location provides physical access for Members with disabilities.

The PH-MCO must adhere to CMS network adequacy standards as outlined in 42 C.F.R. §438.68(b)(1)(viii), 438.68(b)(3), and 438.206. The PH-MCO must ensure that its Provider Network is adequate to provide its Members in this HealthChoices Zone with access to quality Member care through participating professionals, in a timely manner, and without the need to travel excessive distances. Upon request from the Department, the PH-MCO must supply geographic access maps using Member level data detailing the number, location and specialties of their Provider Network to the Department in order to verify accessibility of Providers within their Network in relation to the location of its Members. The Department may require additional numbers of specialists and ancillary Providers should it be determined that geographic access is not adequate. The PH-MCO must also have a process in place which ensures that the PH-MCO knows the capacity of their Network PCP panels at all times and have the ability to report on this capacity.

The PH-MCO must make all reasonable efforts to honor a Member's choice of Providers who are credentialed in the Network. If the PH-MCO is unable to ensure a Member's access to provider or specialty provider services within the PH-MCO's network, within the travel times set forth in this Exhibit, the PH-MCO must make all reasonable efforts to ensure the Member's access to these services within the travel times herein through out-of-network providers. In locations where the PH-MCO can provide evidence that it has conducted all reasonable efforts to contract with providers and specialists and can provide verification that no providers or specialists exist to ensure a Member's access to these services within the travel times set forth in this Exhibit, the PH-MCO

must work with Members to offer reasonable provider alternatives. Additionally, the PH-MCO must ensure and demonstrate that the following Provider Network and access requirements are established and maintained for the entire HealthChoices Zone in which the PH-MCO operates if providers exist:

**a. PCPs**

Make available to every Member a choice of at least two (2) appropriate PCPs with open panels whose offices are located within a travel time no greater than thirty (30) minutes (Urban) and sixty (60) minutes (Rural). This travel time is measured via public transportation, where available. Members may, at their discretion, select PCPs located further from their homes.

**b. Pediatricians as PCPs**

Ensure an adequate number of pediatricians with open panels to permit all Members who want a pediatrician as a PCP to have a choice of two (2) for their child(ren) within the travel time limits (30 minutes Urban, 60 minutes Rural).

**c. Specialists**

- i. For the following provider types, the PH-MCOs operating in Lehigh Capital, Southeast, and Southwest must ensure a choice of two (2) providers who are accepting new patients within the travel time limits (30 minutes Urban, 60 minutes Rural):

General Surgery	Cardiology
Obstetrics & Gynecology	Pharmacy
Oncology	Orthopedic Surgery
Physical Therapy	General Dentistry
Radiology	Pediatric Dentistry

PH-MCOs operating in Northeast and Northwest must ensure a choice of two (2) providers who are accepting new patients within the travel time limits (30 minutes Urban, 60 minutes Rural):

General Surgery	Cardiology
Obstetrics & Gynecology	Pharmacy
Orthopedic Surgery	Pediatric Dentistry
General Dentistry	



- ii. For the following provider types, the PH-MCOs operating in Lehigh/Capital, Southeast, and Southwest must ensure a choice of one (1) provider who is accepting new patients within the travel time limits (30 minutes Urban, 60 minutes Rural) and a second choice, within the HealthChoices Zone:

Oral Surgery	Urology
Nursing Facility	Neurology
Dermatology	Otolaryngology

The PH-MCOs operating in Northeast and Northwest must ensure a choice of one (1) provider who is accepting new patients within the travel time limits (30 minutes Urban, 60 minutes Rural) and a second choice within the HealthChoices Zone:

Oral Surgery	Urology
Nursing Facility	Neurology
Dermatology	Otolaryngology
Oncology	Radiology
Physical Therapy	

- iii. For all other specialists and subspecialists, the PH-MCO must have a choice of two (2) providers who are accepting new patients within the HealthChoices Zone.

**d. Hospitals**

Ensure at least one (1) hospital within the travel time limits (30 minutes Urban, 60 minutes Rural) and a second choice within the HealthChoices Zone.

**e. Special Health Needs**

Ensure the provision of services to persons who have special health needs or who face access barriers to health care. If the PH-MCO does not have at least two (2) specialists or sub-specialists qualified to meet the particular needs of the individuals, then the PH-MCO must allow Members to pick an Out-of-Network Provider if not satisfied with the Network Provider. The PH-MCO must develop a system to determine Prior Authorization for Out-of-Network Services, including provisions for informing the Recipient of how to request this authorization for Out-of-Plan Services. For children with special health needs, the PH-MCO must offer at least two (2) pediatric specialists or pediatric sub-specialists.

**f. Anesthesia for Dental Care**

For Members needing anesthesia for dental care, the PH-MCO must ensure a choice of at least two (2) dentists within the Provider Network with privileges or certificates to perform specialized dental procedures under general anesthesia or pay out of Network.

**g. Rehabilitation Facilities**

Ensure a choice of at least two (2) rehabilitation facilities within the Provider Network, at least one (1) of which must be located within this HealthChoices Zone.

**h. CNMs / CRNPs, Other Health Care Providers**

Ensure access to Certified Nurse Midwives (CNMs) and Certified Registered Nurse Practitioners (CRNPs) and other Health Care Providers. In accordance with RX for PA Principles, the PH-MCO must demonstrate its attempts to contract in good faith with a sufficient number of CNMs and CRNPs and other Health Care Providers and maintain payment policies that reimburse CNMs and CRNPs and other Health Care Providers for all services provided within the scope of their practice and allow them to practice to the fullest extent of their education, training and licensing.

**i. Qualified Providers**

The PH-MCO must limit its PCP Network to appropriately qualified Providers. The PH-MCO's PCP Network must meet the following:

- No less than seventy-five percent (75) of the Network consists of PCPs who have completed an approved primary care residency in family medicine, osteopathic general medicine, internal medicine or pediatrics; and
- No more than twenty-five percent (25%) of the Network consists of PCPs without appropriate residencies but who have, within the past seven (7) years, five (5) years of post-training clinical practice experience in family medicine, osteopathic general medicine, internal medicine or pediatrics. Post-training experience is defined as having practiced at least as a 0.5 full-time equivalent in the practice areas described.

**j. Members Freedom of Choice**

The PH-MCO must demonstrate its ability to offer its Members freedom of choice in selecting a PCP. At a minimum, the PH-MCO must have

or provide one (1) full-time equivalent (FTE) PCP who serves no more than one thousand (1,000) Recipients. For the purposes of this section, a full-time equivalent PCP must be a physician involved in clinical care. The minimum weekly work hours for 1.0 FTE is the number of hours that the practice considers to be a normal work week, which may be 37.5, 40, or 50 hours. A physician cannot be counted as more than 1.0 FTE regardless of the number of hours worked. If the PCP/PCP Site employs Certified Registered Nurse Practitioners (CRNPs)/Physician Assistants (PAs), then the Provider/Provider Site will be permitted to add an additional one thousand (1,000) Members to the panel. The number of Members assigned to a PCP may be decreased by the PH-MCO if necessary to maintain the appointment availability standards.

**k. PCP Composition and Location**

The PH-MCO and the Department will work together to avoid the PCP having a caseload or medical practice composed predominantly of HC Members. In addition, the PH-MCO must organize its PCP Sites so as to ensure continuity of care to Members and must identify a specific PCP or PCP group for each Member. The PH-MCO may apply to the Department for a waiver of these requirements. The Department may waive these requirements for good cause demonstrated by the PH-MCO. The PH-MCO will comply with the program standards regarding PCP assignment as set forth in Section V.Q. of the Agreement, Assignment of PCPs.

**l. FQHCs / RHCs**

The PH-MCO must include in its Provider Network every FQHC and RHC that are willing to accept PPS rates as payment in full and are located within the operational HealthChoices Zones in which the PH-MCO has an agreement. If the PH-MCO's primary care Network includes FQHCs and RHCs, these sites may be designated as PCP sites.

**m. Medically Necessary Emergency Services**

The PH-MCO must comply with the provisions of Act 112 of 1996 (H.B. 1415, P.N. 3853, signed July 11, 1996), the Balanced Budget Reconciliation Act of 1997 and Act 68 of 1998, the Quality Health Care Accountability and Protection Provisions, 40 P.S. 991.2101 et seq. pertaining to coverage and payment of Medically Necessary Emergency Services. The definition of such services is set forth herein at Section II of this Agreement, Definitions.

**n. ADA Accessibility Guidelines**

The PH-MCO must inspect the office of any PCP or dentist who seeks to participate in the PH-MCO's Provider Network (excluding offices located in hospitals) to determine whether the office is architecturally accessible to persons with mobility impairments. Architectural accessibility means compliance with ADA accessibility guidelines with reference to parking (if any), path of travel to an entrance, and the entrance to both the building and the office of the Provider, if different from the building entrance.

The PH-MCO must submit quarterly reports to the Department, in a format to be specified by the Department, on the results of the inspections.

If the office or facility is not accessible under the terms of this paragraph, the PCP or dentist may participate in the PH-MCO's Provider Network provided that the PCP or dentist: 1) requests and is determined by the PH-MCO to qualify for an exemption from this paragraph, consistent with the requirements of the ADA, or 2) agrees in writing to remove the barrier to make the office or facility accessible to persons with mobility impairments within six (6) months after the PH-MCO identified the barrier.

The PH-MCO must document its efforts to determine architectural accessibility. The PH-MCO must submit this documentation to the Department upon request.

**o. Laboratory Testing Sites**

The PH-MCO must ensure that all laboratory testing sites providing services have either a Clinical Laboratory Improvement Amendment (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number in accordance with CLIA 1988. Those laboratories with certificates of waiver will provide only the eight (8) types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests. The PCP must provide all required demographics to the laboratory when submitting a specimen for analysis.

**p. PH-MCO Discrimination**

The PH-MCO must not discriminate with respect to participation, reimbursement, or indemnification as to any Provider who is acting within the scope of the Provider's license or certification under applicable State law, solely on the basis of such license or certification. This paragraph must not be construed to prohibit a PH-MCO from including Providers only to the extent necessary to meet the needs of the organization's Members or from establishing any measure designed to maintain quality and control costs consistent with the responsibilities of the PH-MCO.

**q. Declined Providers**

If the PH-MCO declines to include individual Providers or groups of Providers in its Network, it must give the affected Providers written notice of the reason for its decision.

**r. Second Opinions**

The PH-MCO must provide for a second opinion from a qualified Health Care Provider within the Network, at no cost to the Member. If a qualified Health Care Provider is not available within the Network, the PH-MCO must assist the Member in obtaining a second opinion from a qualified Health Care Provider outside the Network, at no cost to the Member, unless co-payments apply.

**s. American Indians and Indian Healthcare Providers**

Consistent with 42 C.F.R. §438.14(b)(1-3), The PH-MCO must:

- Demonstrate that there are sufficient I/T/U providers in the network to ensure timely access to services available under the Agreement for Indian enrollees who are eligible to receive services from such providers;
- Pay I/T/U providers, whether participating in the network or not, for covered Medicaid or CHIP managed care services provided to Indian enrollees who are eligible to receive services from such providers either at a rate negotiated between the PH-MCO and the I/T/U provider, or if there is no negotiated rate, at a rate no less than the level and amount of payment that would be made if the provider were not an I/T/U provider; and
- Permit any Indian who is enrolled in a non-Indian MCO and eligible to receive services from a participating I/T/U provider to choose to receive covered services from that I/T/U provider and if that I/T/U provider participates in the network as a primary care provider, to choose that I/T/U as his or her primary care provider, as long as that provider has capacity to provide the services.

Consistent with 42 C.F.R. §438.14(b)(5-6), the PH-MCO must permit American Indian members to access out of state IHCPs; or permit an out-of-network IHCP to refer an American Indian member to a network provider.

When an IHCP is enrolled in Medicaid as an FQHC, but not a participating

provider of the PH-MCO, the IHCP must be paid an amount equal to the amount the PH-MCO would have paid to a network FQHC. When the IHCP is not enrolled in Medicaid as an FQHC, the PH-MCO must reimburse the IHCP at the same rate as the IHCP's applicable encounter rate published annually in the Federal Register by the Indian Health Service. If there is no published encounter rate, the IHCP must receive the amount it would have been reimbursed if the services were provided under the Pennsylvania MA FFS FQHC payment methodology.

## **2. Appointment Standards**

The PH-MCO will require the PCP, dentist, or specialist to conduct affirmative outreach whenever a Member misses an appointment and to document this in the medical record. Such an effort shall be deemed to be reasonable if it includes three (3) attempts to contact the Member. Such attempts may include, but are not limited to: written attempts, telephone calls and home visits. At least one (1) such attempt must be a follow-up telephone call.

### **a. General**

PCP scheduling procedures must ensure that:

- i. Emergency Medical Condition cases must be immediately seen or referred to an emergency facility.
- ii. Urgent Medical Condition cases must be scheduled within twenty- four (24) hours.
- iii. Routine appointments must be scheduled within ten (10) Business Days.
- iv. Health assessment/general physical examinations and first examinations must be scheduled within three (3) weeks of Enrollment.
- v. The PH-MCO must provide the Department with its protocol for ensuring that a Member's average office waiting time for an appointment for Routine Care is no more than thirty (30) minutes or at any time no more than up to one (1) hour when the physician encounters an unanticipated Urgent Medical Condition visit or is treating a Member with a difficult medical need. The Member must be informed of scheduling time frames through educational outreach efforts.
- vi. The PH-MCO must monitor the adequacy of its appointment processes and reduce the unnecessary use of emergency room

visits.

**b. Persons with HIV/AIDS**

The PH-MCO must have adequate PCP scheduling procedures in place to ensure that an appointment with a PCP or specialist must be scheduled within seven (7) days from the effective date of Enrollment for any person known to the PH-MCO to be HIV positive or diagnosed with AIDS (e.g. self-identification), unless the Member is already in active care with a PCP or specialist.

**c. Supplemental Security Income (SSI)**

The PH-MCO must make a reasonable effort to schedule an appointment with a PCP or specialist within forty-five (45) days of Enrollment for any Member who is an SSI or SSI-related consumer unless the Member is already in active care with a PCP or specialist.

**d. Specialty Referrals**

For specialty referrals, the PH-MCO must be able to provide for:

- i. Emergency Medical Condition appointments immediately upon referral.
- ii. Urgent Medical Condition care appointments within twenty-four (24) hours of referral.
- iii. Scheduling of appointments for routine care within fifteen (15) business days for the following specialty provider types:

Otolaryngology	Orthopedic Surgery
Dermatology	Pediatric Allergy &
Immunology	Pediatric Endocrinology
Gastroenterology	Pediatric General Surgery
Hematology	Pediatric Hematology
Pediatric Infectious Disease	Pediatric Nephrology
Pediatric Neurology	Pediatric Oncology
Pediatric Pulmonology	Pediatric Rehab
Medicine	Pediatric Rheumatology
Pediatric Urology	
Dentist	Pediatric Dentistry
- iv. Scheduling of appointments for routine care within ten (10) business days of referral for all other specialty provider types not listed above.

**e. Pregnant Women**

Should the EAP contractor or Member notify the PH-MCO that a new Member is pregnant or there is a pregnancy indication on the files transmitted to the PH-MCO by the Department, the PH-MCO must contact the Member within five (5) days of the effective date of Enrollment to assist the woman in obtaining an appointment with an OB/GYN or Certified Nurse Midwife. For maternity care, the PH-MCO must arrange initial prenatal care appointments for enrolled pregnant Members as follows:

- i. First trimester — within ten (10) Business Days of the Member being identified as being pregnant.
- ii. Second trimester — within five (5) Business Days of the Member being identified as being pregnant.
- iii. Third trimester — within four (4) Business Days of the Member being identified as being pregnant.
- iv. High-risk pregnancies — within twenty-four (24) hours of identification of high risk to the PH-MCO or maternity care Provider, or immediately if an emergency exists.

**f. EPSDT**

EPSDT screens for any new Member under the age of twenty-one (21) must be scheduled within forty-five (45) days from the effective date of Enrollment unless the child is already under the care of a PCP and the child is current with screens and immunizations.

The PH-MCO must distribute quarterly lists to each PCP in its Provider Networks which identify Members who have not had an Encounter during the previous twelve (12) months or within the time frames set forth in this Exhibit, or Members who have not complied with EPSDT periodicity and immunization schedules for children. The PH-MCO must contact such Members, documenting the reasons for noncompliance and documenting its efforts for bringing the Members' care into compliance.

**3. Policies and Procedures for Appointment Standards**

The PH-MCO will comply with the program standards regarding service accessibility standards that are set forth in this Exhibit and in Section V.S. of the Agreement, Provider Agreements.

The PH-MCO must have written policies and procedures for disseminating



its appointment standards to all Members through its Member handbook and through other means. In addition, the PH-MCO must have written policies and procedures to educate its Provider Network about appointment standard requirements. The PH-MCO must monitor compliance with appointment standards and must have a corrective action plan when appointment standards are not met.

#### **4. Compliance with Access Standards**

##### **a. Mandatory Compliance**

Per 42 C.F.R. §438.68(b)(1)(viii), the PH-MCO must adhere to any time and distance access standards established by CMS. The PH-MCO must comply with the access standards in accordance with this Exhibit and Section V.S of the Agreement, Provider Agreements. If the PH-MCO fails to meet any of the access standards by the dates specified by the Department, the Department may terminate this Agreement.

##### **b. Reasonable Efforts and Assurances**

The PH-MCO must make reasonable efforts to honor a Member's choice of Providers among Network Providers as long as:

- i. The PH-MCO's agreement with the Network Provider covers the services required by the Member; and
- ii. The PH-MCO has not determined that the Member's choice is clinically inappropriate.

The PH-MCO must provide the Department adequate assurances that the PH-MCO, with respect to each zone of operation, has the capacity to serve the expected Enrollment in each zone of operation. The PH-MCO must provide assurances that it will offer the full scope of covered services as set forth in this Agreement and access to preventive and primary care services. The PH-MCO must also maintain a sufficient number, mix and geographic distribution of Providers and services in accordance with the standards set forth in this Exhibit and Section V.S. of the Agreement, Provider Agreements.

##### **c. PH-MCO's Corrective Action**

The PH-MCO must take all necessary steps to resolve, in a timely manner, any demonstrated failure to comply with the access standards. Prior to a termination action or other sanction by the Department, the PH-MCO will be given the opportunity to institute a corrective action plan. The PH-MCO must submit a corrective action plan to the Department for

approval within thirty (30) days of notification of such failure to comply, unless circumstances warrant and the Department demands a shorter response time. The Department's approval of the PH-MCO's corrective action plan will not be unreasonably withheld. The Department will make its best effort to respond to the PH-MCO within thirty (30) days from the submission date of the corrective action plan. If the Department rejects the corrective action plan, the PH-MCO shall be notified of the deficiencies of the corrective action plan. In such event, the PH-MCO must submit a revised corrective action plan within fifteen (15) days of notification. If the Department does not receive an acceptable corrective action plan, the Department may impose sanctions against the PH-MCO, in accordance with Section VIII.H. of the Agreement, Sanctions. Failure to implement the corrective action plan may result in the imposition of a sanction as provided in this Agreement.

## **EXHIBIT BBB**

### **OUTPATIENT DRUG SERVICES**

#### **1. General Requirements**

- a. All requirements in this Exhibit apply to all Covered Outpatient Drugs regardless of the setting in which the drug is dispensed or administered, the billing provider type, or how the PH-MCO makes payment for the drug (pharmacy benefit and/or medical benefit).
- b. The amount, duration, and scope of Covered Outpatient Drugs must be consistent with coverage under the Fee-for-Service (FFS) program. The PH-MCO must cover all Covered Outpatient Drugs listed on the Center for Medicare and Medicaid Services (CMS) Quarterly Drug Information File when determined to be Medically Necessary, unless otherwise excluded from coverage. (See 2. Coverage Exclusions below for exclusions.) This includes brand name and generic drugs, and over-the-counter drugs (OTCs), prescribed by licensed providers enrolled in the MA program, and sold or distributed by drug manufacturers that participate in the Medicaid Drug Rebate Program.
- c. The PH-MCO must provide coverage for all medically accepted indications, as described in Section 1927(k)(6) of the Social Security Act, 42 U.S.C.A. 1396r-8(k)(6). This includes any use which is approved under the Federal Food, Drug, and Cosmetic Act, 21 U.S.C.A. 301 et seq. or whose use is supported by the nationally recognized pharmacy compendia, or peer-reviewed medical literature.
- d. Unless financial responsibility is otherwise assigned, all Covered Outpatient Drugs are the payment responsibility of the Member's PH-MCO. The only exception is that the behavioral health managed care organization (BH-MCO) is responsible for the payment of methadone when used in the treatment of substance abuse disorders and when prescribed and dispensed by BH-MCO service Providers.
- e. All Covered Outpatient Drugs must be dispensed through PH-MCO Network Providers. This includes Covered Outpatient Drugs prescribed by both the PH-MCO and the BH-MCO Providers.
- f. Under no circumstances will the PH-MCO permit the therapeutic substitution of an outpatient drug by a pharmacist without explicit authorization from the licensed prescriber.
- g. All proposed pharmacy policies, programs and drug utilization management programs, such as but not limited to prior authorization, step therapy, partial fills, specialty pharmacy, pill-splitting, mail order, 90-day supply programs, limited pharmacy networks, outcomes based contracting, medication therapy management programs, etc. must be submitted to the Department for review and

written approval prior to implementation, prior to implementation of any changes, and annually thereafter.

- h. The PH-MCO must include in its written policies and procedures an assurance that all requirements and conditions governing coverage and payment for Covered Outpatient Drugs, such as, but not limited to, prior authorization (including step therapy), medical necessity guidelines, age edits, drug rebate encounter submission, reporting, notices of decision, etc. will,
  - i. Apply, regardless of whether the Covered Outpatient Drug is provided as an outpatient drug benefit or as a “medical benefit” incident to a medical service and billed by the prescribing Provider using codes such as the Healthcare Common Procedure Coding System (HCPCS).
  - ii. Ensure access for all medically accepted indications as documented by package labeling, nationally recognized pharmacy compendia, peer-reviewed medical literature, Statewide Preferred Drug List (PDL) prior authorization guidelines, if applicable, and FFS guidelines to determine medical necessity of drugs that require prior authorization in the MA FFS Program, when designated by the Department.
- i. The PH-MCO must submit for review and approval a policy for each section of Exhibit BBB that includes the requirements in the respective section and the PH-MCO’s procedures to demonstrate compliance.
- j. The PH-MCO must agree to adopt the same requirements for prior authorization and some or all of the same guidelines to determine medical necessity of selected drugs or classes of drugs as those adopted by the MA FFS Program when designated by the Department.
- k. The PH-MCO must comply with Section 2117 of Article XXI of the Insurance Company Law of 1921, as amended, 40 P.S. 991.2117 regarding continuity of care requirements and 28 PA Code Ch. 9. The PH-MCO must also comply with the procedures outlined in MA Bulletin 99-03-13 and MA Bulletin # 99-96-01. The PH-MCO policy and procedures for continuity of care for outpatient drugs, and all subsequent changes to the Department-approved policy and procedures, must be submitted to the Department for review and approval prior to implementation. The policy and procedures must address how the PH-MCO will ensure no interruption in drug therapy and the course of treatment, and continued access to outpatient drugs that the Member was prescribed before enrolling in the PH-MCO.
- l. The PH-MCO must allow access to all new drugs approved by the Food and Drug Administration (FDA) and meet the definition of a Covered Outpatient Drug either by addition to the Statewide PDL or MCO Formulary for drugs and products not included in the Statewide PDL, or through prior authorization, within ten (10) days from their availability in the marketplace.

## **2. Coverage Exclusions**

- a. In accordance with Section 1927 of the Social Security Act, 42 U.S.C.A. 1396r-8, the PH-MCO must exclude coverage for any drug marketed by a drug company (or labeler) who does not participate in the Medicaid Drug Rebate Program. The PH-MCO is not permitted to provide coverage for any drug product, brand name or generic, legend or non-legend, sold or distributed by a company that did not sign an agreement with the federal government to provide rebates to the Medicaid agency. This requirement does not apply to vaccines, compounding materials, certain vitamins and minerals or diabetic supplies.
- b. The PH-MCO must not provide coverage for Drug Efficacy Study Implementation (DESI) drugs under any circumstances.
- c. The PH-MCO must exclude coverage of noncompensable drugs in accordance with 55 PA Code §1121.54.

## **3. Formularies and Preferred Drug Lists (PDLs)**

- a. The PH-MCO must utilize the Statewide PDL developed by the Department's Pharmacy and Therapeutics (P&T) Committee.  
If the PH-MCO fails to meet Statewide PDL quarterly compliance of 95% (excluding TPL) a financial sanction consistent with the difference in net cost using PH-MCO actual compliance rate and the net cost if compliance rate was 95%. The minimum penalty of \$25,000 per quarter will be imposed.
- b. The PH-MCO must implement use of the Statewide PDL, any changes to the Statewide PDL, the Statewide PDL prior authorization guidelines, and any changes to the Statewide PDL prior authorization guidelines on the effective date provided by the Department.
- c. The PH-MCO must apply Statewide PDL prior authorization guidelines to all drugs and products included on the Statewide PDL. The PH-MCO may not impose additional prior authorization requirements for drugs and products included on the Statewide PDL. Quantity limits can be no more restrictive than the Department's quantity limits.

The PH-MCO must submit the policies, procedures, and guidelines to determine medical necessity of drugs included on the Statewide PDL to the Department. Submissions must occur prior to the effective date of the changes as determined by the Department and at least annually.

- d. The PH-MCO may use a Formulary or PDL to manage MA covered drugs and products that are outside the scope of the Statewide PDL as long as the Department has prior approved it and the Formulary or PDL meets the clinical

needs of the MA population.

The Formulary or PDL must be developed and reviewed at least annually by the PH-MCO's P&T Committee, as defined in Section 6 of this Exhibit.

- e. The PH-MCO must allow access to all non-formulary or non-preferred drugs that are included in the CMS Quarterly Drug Information File, other than those excluded from coverage by the Department, when determined to be Medically Necessary through a process such as Prior Authorization (including Step Therapy), in accordance with Prior Authorization of Services Section V. B.1. and Exhibit H, Prior Authorization Guidelines for Participating Managed Care Organizations in the HealthChoices Program, and this Exhibit.
- f. The PH-MCO must receive written approval from the Department of the Formulary or PDL, the list of specialty drugs, quantity limits, age edits, and the policies, procedures and guidelines to determine medical necessity of drugs and products not included on the Statewide PDL that require prior authorization, including drugs that require step therapy and drugs that are designated as non-formulary or non-preferred, prior to implementation of the Formulary or PDL, the designation of specialty, and the requirements. PH-MCOs may add drugs to the specialty drug list that are in therapeutic classes already included on the specialty drug list prior to receiving approval from the Department. However, these additions must be included in the specialty drug designations submitted to the Department for written approval. Submissions for annual reviews must occur at least thirty (30) days before effective date of the updated information.
- g. The PH-MCO must submit all Formulary or PDL deletions for drugs and products outside the scope of the Statewide PDL to the Department for review and written approval prior to implementation.
- h. The PH-MCO must submit written notification of any Formulary or PDL additions for drugs outside the scope of the statewide PDL to the Department within fifteen (15) days of implementation.
- i. In addition to providing a link to the Statewide PDL on the PH-MCO's website, the PH-MCO must make available on the website in a machine readable file and format, information about its drug formulary or PDL, listing which medications are covered, including both brand and generic names.

#### **4. Prior Authorization of Outpatient Drugs**

- a. For Covered Outpatient Drugs that require Prior Authorization (including step therapy) as a condition of coverage or payment:
  - i. The PH-MCO must provide a response to the request for prior authorization by telephone or other telecommunication device indicating approval or denial of the prescription within twenty-four (24) hours of the

request, and

- ii. If a Member's prescription for a medication is not filled when a prescription is presented to the pharmacist due to a Prior Authorization requirement, the PH-MCO must instruct the pharmacist to dispense either a:
  - Fifteen (15) day supply if the prescription qualifies as an Ongoing Medication, unless the PH-MCO or its designated subcontractor issued a proper written notice of benefit reduction or termination at least ten (10) days prior to the end of the period for which the medication was previously authorized and a Grievance or DHS Fair Hearing request has not been filed, or
  - A seventy-two (72) hour supply of a new medication.
- b. For drugs not able to be divided and dispensed into individual doses, the PH-MCO must instruct the pharmacist to dispense the smallest amount that will provide at least a seventy-two (72) hour or fifteen (15) day supply, whichever is applicable.
- c. The requirement that the Member be given at least a seventy-two (72) hour supply for a new medication or a fifteen (15) day supply for an Ongoing Medication does not apply when a pharmacist determines that the taking of the prescribed medication, either alone or along with other medication that the Member may be taking, would jeopardize the health or safety of the Member.
- d. In such an event, the PH-MCO and/or its subcontractor must require that its participating dispensing Provider make good faith efforts to contact the prescriber.
- e. If the PH-MCO denies the request for prior authorization, the PH-MCO must issue a written denial notice, using the appropriate Outpatient Drug Denial Notice template within twenty-four (24) hours of receiving the request for prior authorization.
- f. If the Member files a Grievance or DHS Fair Hearing request from a denial of an Ongoing Medication, the PH-MCO must authorize the medication until the Grievance or DHS Fair Hearing request is resolved.
- g. Requests for prior authorization will not be denied for lack of medical necessity unless a physician reviews the request for a medical necessity determination. Such a request for prior authorization must be approved when, in the professional judgment of the physician reviewer, the services are medically necessary to meet the medical needs of the Member.
- h. In addition, for children under the age of twenty-one (21), requests for service

will not be denied for lack of medical necessity unless a physician or other health care professional with appropriate clinical expertise in treating the Member's condition or disease determines:

- i. That the prescriber did not make a good faith effort to submit a complete request, or
  - ii. That the service or item is not medically necessary, after making a minimum of three reasonable attempts to contact the prescriber prior to issuing a denial for the requested service. The reasonable attempts to contact the prescriber must be documented in writing.
- i. When medication is authorized due to the PH-MCO's obligation to continue services while a Member's Grievance or Fair Hearing is pending, and the final binding decision is in favor of the PH-MCO, a request for subsequent refill of the prescribed medication does not constitute an Ongoing Medication.
  - j. The PH-MCO guidelines to determine medical necessity of Covered Outpatient Drugs outside the scope of the Statewide PDL cannot be more stringent than the FFS guidelines. The PH-MCO must follow the Statewide PDL Prior Authorization guidelines for drugs and products included on the Statewide PDL.
  - k. The PH-MCO must comply with the requirements for Prior Authorization of Services, Section V. B. 1. and Exhibit H, Prior Authorization Guidelines for Participating Managed Care Organizations in the HealthChoices Program, and receive written approval from the Department prior to implementation and annually thereafter.

## **5. Provider and Member Notification**

The PH-MCO must have policies and procedures for notification to Providers and Members of changes to the Statewide PDL or MCO Formulary used by the PH-MCO for drugs and products outside the scope of the Statewide PDL, Prior Authorization requirements and other requirements for Covered Outpatient Drugs such as, but not limited to, specialty program requirements.

- a. Written notification for changes to requirements must be provided to all affected Providers and Members at least thirty (30) days prior to the effective date of the change.
- b. The PH-MCO must provide all other Providers and Members written notification of changes to the requirements upon request.
- c. The PH-MCO also must generally notify Providers and Members of changes through Member and Provider newsletters, its web site, or other regularly



published media of general distribution.

- d. Member notices must be submitted to the Department for review and approval prior to mailing.

## **6. PH-MCO Pharmacy & Therapeutics (P&T) Committee**

- a. The P&T Committee membership must include physicians, including a minimum of two (2) behavioral health physicians, pharmacists, MA program consumers and other appropriate clinicians. MA program consumer representative membership must include the following:
  - i. One (1) physical health consumer representative. The physical health consumer representative must be a consumer enrolled in the PH-MCO, or a physician, a pharmacist, or a physical health consumer advocate designated by consumers enrolled in the PH-MCO to represent them.
  - ii. One (1) behavioral health consumer representative. The behavioral health consumer representative must be a consumer enrolled in the PH-MCO, or a physician, a pharmacist, a behavioral health consumer advocate, or a family member designated by consumers enrolled in the PH-MCO to represent them.
- b. The PH-MCO must submit a P&T Committee membership list for Department review and approval upon request.
- c. When the P&T Committee addresses specific drugs or entire drug classes requiring medical expertise beyond the P&T Committee membership, specialists with knowledge appropriate to the drug(s) or class of drugs being addressed must be added as non-voting, ad hoc members.
- d. The minutes from each PH-MCO P&T Committee meeting must be posted for public view on the PH-MCO's website within thirty (30) days of the date of the meeting at which the minutes are approved. Minutes will include vote totals.

## **7. Pharmacy Provider Network**

- a. The PH-MCO or Subcontractor must contract on an equal basis with any pharmacy qualified to participate in the MA Program that is willing to comply with the PH-MCO's payment rates and terms and to adhere to quality standards established by the PH-MCO as required by 62 P.S. 449.
- i. The provisions for any willing pharmacy apply if the PH-MCO or Subcontractor enters into agreements with specific pharmacies to provide defined drugs or services such as but not limited to, specialty, mail order, and 90-day supplies. PH-MCOs are required to contract on an equal basis with any pharmacy qualified to participate in the MA program that is willing

- to accept the same payment rate(s) and comply with the same terms and conditions for quality standards and reporting.
- ii. Subcontracts and agreements with specific pharmacies contracted to provide defined drugs or services must be submitted to the Department for advance written approval. Any changes to subcontracts or agreements must also be submitted to the Department for advance written approval.
  - iii. The PH-MCO must submit annually the list of specific pharmacies contracted to provide defined drugs or services, and a list of the drugs or services each pharmacy is contracted to provide, to the Department for review and written approval. Submissions for annual reviews must occur at least thirty (30) days before the effective date of the updated information.
  - iv. The PH-MCO must notify the Department on an ongoing basis of the following: (1) specific pharmacies that are no longer contracted to provide defined drugs or services and the reason why, (2) pharmacies that request contracting to provide defined drugs or services but are not admitted into the specific pharmacy network and the reason why, (3) any pharmacies that are only contracted to provide a limited scope of defined drugs or services and the reason why.
- b. The PH-MCO must develop, implement, and maintain a process that ensures the amount paid to all network pharmacies reflects the pharmacy's acquisition cost, professional services and cost to dispense the prescription to a Medicaid beneficiary. The PH-MCO must submit to the Department the policies and procedures for development of network pharmacy payment methodology including the process to ensure that brand and generic payment rates reflect the pharmacy's acquisition cost (from a readily available distributor doing business in Pennsylvania) and the professional dispensing fee accurately reflects the pharmacist's professional services and cost to dispense the prescription to a Medicaid beneficiary.
- c. The PH-MCO or subcontractor must submit to the Department for review and approval all changes to the payment methodology prior to implementation.
- d. The PH-MCO or subcontractor must report all changes to the payment methodology and rates, including but not limited to the maximum allowable cost rates, to network pharmacy providers.
- e. (1) If a network pharmacy's claim is approved through the adjudication process, the PH-MCO and any subcontractor may not retroactively deny or modify the payment unless any of the following:
- i. The claim was fraudulent.
  - ii. The claim was duplicative of a previously paid claim.
  - iii. The pharmacy did not render the service.
- (2) Nothing in 7.e.(1) shall be construed to prohibit the modification of or recovery of an adjudicated claim that was determined to be an overpayment or

underpayment resulting from audit, review or investigation by a federal or state agency or PH MCO.

- f. The PH-MCO and any subcontractor will not charge a fee related to a network pharmacy's claim unless the amount of the fee is disclosed and applied at the time of claim adjudication.

## **8. Drug Rebate Program**

Under the provisions of Section 1927 of the Social Security Act 42 U.S.C.A. 1396r-8, drug companies that wish to have their products covered through the MA Program (both FFS and managed care) must sign an agreement with the federal government to provide rebates to the State. The Affordable Care Act (ACA) provides for federal drug rebates for drugs paid for by the PH-MCOs.

- a. In order to ensure full compliance with the provisions of the ACA, PH-MCOs must report the necessary Outpatient Drug Encounter Data in order for the Department to invoice drug manufacturers for rebates for all Covered Outpatient Drugs. This includes physician-administered drugs, drugs dispensed by 340B covered entities or contract Pharmacies, and drugs dispensed to PH-MCO Members with private or public pharmacy coverage and the PH-MCO provided secondary coverage.
- b. The PH-MCO must report all outpatient drug information, including National Drug Codes (NDCs) and accurate NDC units for all drug claim types, NCPDP, 837 Professional, 837 Institutional, etc. as designated by the Department.

If the PH-MCO fails to submit Outpatient Drug Encounter Data when invoiced to manufacturers for rebate, at least 90% are collectable within 90 calendar days of invoicing by the Commonwealth a sanction of \$25,000 per quarter shall be imposed until the PH-MCO reaches the 90% threshold.

The PH-MCO or subcontractor may not negotiate rebates and discounts for Covered Outpatient Drugs. The PH-MCO or subcontractor may not negotiate its own rebates and discounts for non-drug products included on the Statewide PDL. If the PH-MCO negotiates and collects its own rebates and discounts for non-drug products that are not included on the Statewide PDL, the PH-MCO must report to the Department the full value of the rebates and discounts in a format designated by the Department. If the PH-MCO assigns responsibility for negotiating and/or collecting the rebates and discounts for non-drug products not included on the Statewide PDL to a subcontractor, the subcontractor must pass the full value of all rebates and discounts on drugs dispensed to the PH-MCO's Members back to the PH-MCO. The subcontractor may not retain any portion of the rebates or discounts. The PH-MCO must report the full value of all the rebates and discounts to the Department in a format designated by the Department.

The PH-MCO or subcontractor may negotiate outcomes-based contracts for Covered Outpatient Drugs. The PH-MCO must submit the contract to DHS for review and

approval prior to implementation and report to the Department the full value of the financial impact of the outcomes-based contract in a format designated by the Department.

## **9. Outpatient Drug Encounters**

- a. The PH-MCO shall submit all Outpatient Drug Encounters to the Department within 30 days (for NCPDP) and 90 days (for 837P and 837I) of the adjudication date of the claim to the MCO for payment.
- b. The PH-MCO shall provide all Outpatient Drug Encounter data and supporting information as specified by the Department to collect rebates through the Medicaid Drug Rebate Program and the Statewide PDL. For all Outpatient Drug Encounter data including pharmacy point-of-sale (NCPDP), physician-administered drugs (837P), outpatient hospital drugs (837I), and drugs dispensed by 340B covered entities and contract pharmacies, the following data elements are required:
  - i. Valid NDC for the drug dispensed.
    - The PH-MCO shall also include the HCPCS code associated with the NDC for all 837P and 837I encounters where payment was made by the MCO based on the HCPCS code and HCPCS code units.
    - The PH-MCO shall also include the diagnosis codes associated with the NDC for all 837P and 837I encounters where payment was made by the PH-MCO based on the HCPCS code and HCPCS code units.
  - ii. Valid NDC units for the drug dispensed
    - The PH-MCO shall also include the HCPCS units associated with the NDC for all 837P and 837I encounters where payment was made by the PH-MCO based on the HCPCS code and HCPCS code units.
  - iii. Actual paid amount by the PH-MCO, or the PH-MCO's PBM, to the provider for the drug dispensed.
  - iv. Actual TPL amount paid by the Member's primary pharmacy coverage to the provider for the drug dispensed.
  - v. Actual copayment paid by the Member to the provider for the drug dispensed.
  - vi. Actual dispensing fee paid by the PH-MCO, or the PH-MCO's PBM, to the provider for the drug dispensed.
  - vii. The billing provider's:

- NPI and/or Medical Assistance Identification Number
  - Full address and phone number associated with the NPI
- viii. The prescribing provider's:
- NPI and/or Medical Assistance Identification Number
  - Full address and phone number associated with the NPI
- ix. The date of service for the dispensing of the drug by the billing provider.
- x. The date of payment by the PH-MCO, or the PH-MCO's PBM, to the provider for the drug.
- xi. Any other data elements identified by the Department to invoice for drug rebates.
- c. The PH-MCO shall edit and validate claim transaction submissions and Outpatient Drug Encounter data for completeness and accuracy in accordance with claim standards such as NCPDP. The actual paid amount by the PH-MCO, or the PH-MCO's PBM, to the dispensing provider must be accurately submitted on each Outpatient Drug Encounter to the Department.
- d. The PH-MCO shall ensure that the NDC on all Outpatient Drug Encounters is appropriate for the HCPCS code based on the NDC and units billed. The NDC must represent a drug that was available to the prescriber in an outpatient setting for administration.
- e. The Department will review the Outpatient Drug Encounters and remove applicable 340B covered entity encounters from the drug rebate invoicing process.
- f. The PH-MCO shall meet Outpatient Drug Encounter Data accuracy requirements by submitting PH-MCO paid Outpatient Drug Encounters with no more than a 3% error rate, calculated for a month's worth of Encounter submissions. The Department will monitor the PH-MCO's corrections to denied Encounters by random sampling performed quarterly and over the term of this Agreement. The PH-MCO shall have corrected and resubmitted 75% of the denied Encounters for services covered under this Agreement included in the random sample within 30 calendar days of denial.
- g. If the PH-MCO fails to submit Outpatient Drug Encounter data within timeframes specified, the Department shall assess civil monetary penalties upon the PH-MCO. These penalties shall be \$2,000 for each calendar day that the Outpatient Drug Encounter data is not submitted. The Department may waive these sanctions if it is determined that the PH-MCO was not at fault for the late

submission of the data.

#### **10. Prospective Drug Utilization Review (Pro-DUR)**

- a. The PH-MCO must provide for a review of drug therapy before each prescription is filled or delivered to a Member at the point-of-sale or point-of-distribution. The review shall include screening for potential drug therapy problems due to therapeutic duplication, drug-disease contraindications, drug-drug interactions, incorrect drug dosage or duration of drug treatment, drug-allergy interactions and clinical abuse/misuse.
- b. The PH-MCO must provide for counseling of Members receiving benefits from pharmacists in accordance with State Board of Pharmacy requirements.

#### **11. Retrospective Drug Utilization Review (Retro-DUR)**

- a. The PH-MCO must, through its drug claims processing and information retrieval system, examine claims data and other records to identify patterns of fraud, abuse, gross overuse, or inappropriate or medically unnecessary care among physicians, pharmacists and Members.
- b. The PH-MCO shall, on an ongoing basis, assess data on drug use against explicit predetermined standards (using nationally recognized compendia and peer reviewed medical literature) including but not limited to monitoring for therapeutic appropriateness, overutilization and underutilization, appropriate use of generic products, therapeutic duplication, drug-disease contraindications, drug-drug interactions, incorrect drug dosage or duration of drug treatment, and clinical abuse/misuse and, as necessary, introduce remedial strategies, in order to improve the quality of care.
- c. The PH-MCO shall provide for active and ongoing educational outreach programs to educate practitioners on common drug therapy problems aimed at improving prescribing or dispensing practices.

#### **12. Annual Drug Utilization Review (DUR) Report**

The PH-MCO must submit an annual report on the operation of its Pennsylvania Medicaid Drug Utilization Review (DUR) program in a format designated by the Department. The format of the report will include a description of the nature and scope of the prospective and retrospective drug use review programs, a summary of the interventions used, an assessment of the impact of these educational interventions on quality of care, and an estimate of the cost savings generated as a result of the DUR program.

#### **13. Drug Utilization Review Board (DUR Board)**

The Department maintains a DUR Board that reflects the structure of the health care delivery model that includes both a managed care and a fee-for-service

delivery system. Each PH-MCO and BH-MCO is required to include a representative to serve as a member of the DUR Board. The DUR Board is a standing advisory committee that recommends the application of predetermined standards related to Pro-DUR, Retro-DUR, and related administrative and educational interventions designed to protect the health and safety of the MA program recipients. The Board reviews and evaluates pharmacy claims data and prescribing practices for efficacy, safety, and quality against predetermined standards using nationally recognized drug compendia and peer reviewed medical literature as a source. The Board recommends appropriate utilization controls and protocols including prior authorization, automated prior authorization, system edits, guidelines to determine medical necessity, generic substitution, and quantity limits for individual medications or for therapeutic categories.

#### **14. Pharmacy Benefit Manager (PBM)**

The PH-MCO may use a PBM to process prescription Claims only if the PBM Subcontract complies with the provisions in Section XII: Subcontractual Relationships, and has received advance written approval by the Department. The standards for Network composition and adequacy for outpatient drug services includes the requirements for any willing pharmacy as described above. The PH-MCO must indicate the intent to use a PBM, and identify the proposed PBM Subcontract, the PH-MCO's payment methodology or methodologies (ingredient cost and dispensing fee) for payment to the PBM Subcontractor, the PBM's payment methodology or methodologies (ingredient cost and dispensing fee) for actual payment to the providers of covered outpatient drugs, and the ownership of the proposed PBM subcontractor. If the PBM is owned wholly, in part, or by the same parent company as a PH-MCO, retail pharmacy Provider, chain drug store or pharmaceutical manufacturer, the PH-MCO must submit a written description of the assurances and procedures that will be put in place under the proposed PBM Subcontract, such as an independent audit, to assure confidentiality of proprietary information. These assurances and procedures must be submitted and receive advance written approval by the Department prior to initiating the PBM Subcontract. The Department will allow the continued operation of existing PBM Subcontracts while the Department is reviewing new contracts.

The PH-MCO must:

- a. Report the PBM's payment methodology, or methodologies for actual payment to all network pharmacy providers of covered outpatient drugs, including community pharmacies, long-term care pharmacies, network pharmacies contracted to provide specialty drugs, and dispensing prescribers for existing PBM Subcontractors and new PBM Subcontractors.
- b. Include on each outpatient drug encounter the PBM received amount (amount paid to the PBM by the PH-MCO [ingredient cost and dispensing fee]) and the provider received amount (the actual amount paid by the PBM [ingredient cost and dispensing fee] to the dispensing pharmacy or prescribing provider).

- c. Report differences between the amount paid by the PH-MCO to the PBM and the amount paid by the PBM to the providers of covered outpatient drugs as administrative fees.
- d. Report all PBM administrative fees, including the differences in amounts paid as described in d. above, in a format designated by the Department.
- e. Submit a written description of the procedures that the PH-MCO will put in place to monitor the PBM for compliance with the term and conditions of the Agreement related to covered outpatient drugs and actual payments to the providers of covered outpatient drugs.
- f. Upon request by the Department, conduct an independent audit of the PBM's transparent pricing arrangement in compliance with the provision in Exhibit WW HealthChoices Audit Clause.
- g. Ensure that the PBM is fully compliant with the requirements in Section V. K. Provider Dispute Resolution System.
- h. Develop, implement, and maintain a Second Level PBM Provider Pricing Dispute Resolution Process that provides for settlement of a PBM network Provider's pricing dispute with the PBM, on the condition that the PBM's network Provider exhausted all of its remedies against the PBM.
- i. Submit to the Department, prior to implementation, the PH-MCO's policies and procedures relating to the resolution of PBM Provider pricing disputes.
  - i. The PH-MCO must submit any changes to the policies and procedures to the Department for approval prior to implementation of the changes.
  - ii. The PH-MCO's submission of new or revised policies and procedures for review and approval by the Department shall not act to void any existing policies and procedures that have been prior approved by the Department for operation in a HC Zone. Unless otherwise required by law, the PH-MCO may continue to operate under such existing policies and procedures until the Department approves the new or revised version.
- j. At a minimum, include in the PH-MCO's Second Level PBM Provider Pricing Dispute Resolution policies and procedures the following:
  - i. The process for submission and settlement of Second Level PBM Provider Pricing Disputes;
  - ii. A requirement that the PBM Provider must exhaust all of its remedies against the PBM before requesting a PH-MCO Second Level PBM Provider Pricing Dispute Resolution;
  - iii. Acceptance and usage of the Department's definition/delineation of Provider Disputes;



- iv. Timeframes for submission and resolution of Second Level PBM Provider Pricing Disputes;
- v. Processes to ensure equal treatment of all PBM providers in the resolution of pricing disputes.
- vi. Process to ensure the paid amount reflects the pharmacy's drug acquisition cost, professional services, and cost to dispense the prescription to an MA beneficiary.
- vii. A requirement for both the PBM Provider and the PBM to provide documentation supporting each entity's position(s) related to the pricing dispute;
- viii. Designation of PH-MCO staff responsible for resolution of the PBM Provider Pricing Dispute who have:
  - The knowledge and expertise to address and resolve PBM Provider Pricing Disputes;
  - Access to data and documentation of the informal resolution of the PBM Provider Dispute and the formal PBM Provider Appeal and decisions necessary to assist in making decisions; and
- ix. Mechanisms and time-frames for reporting PH-MCO PBM Provider Pricing Dispute decisions to the PBM Provider, the PBM and the Department. If the dispute is denied by the PH-MCO, the Provider Pricing Dispute decisions must include the specific rationale for the denial;
- k. Require the PBM and the PBM provider to abide by the final decision of the PH-MCO. If the Provider Pricing Dispute is overturned by the PH-MCO, adjustment must be made to the appealed claim and to future claims for the appealed drug. The PBM/PH-MCO must update their payment methodology for the appealed drug; and
- l. Require the PBM to inform all PBM providers of the process and conditions to request a Second Level PBM Provider Pricing Dispute.

## **15. Requirements For PH-MCO and BH-MCO Interaction and Coordination of Outpatient Drug Services**

- a. BH-MCO prescribing Providers must comply with the PH-MCO requirements for utilization management of outpatient behavioral health drugs.

- b. The BH-MCO will be required to issue an initial list of BH-MCO Providers to the PH-MCO, and quarterly updates that include additions and terminations. Should the PH-MCO receive a request to dispense medication prescribed by a BH Provider not listed on the BH-MCO's Provider file, the PH-MCO must work through the appropriate BH-MCO to identify the Provider. The PH-MCO is prohibited from denying prescribed medications solely on the basis that the BH-MCO Provider is not clearly identified on the BH-MCO Provider file.
- c. Payment for inpatient pharmaceuticals during a BH admission is the responsibility of the BH-MCO and is included in the hospital charge.
- d. The PH-MCO may deny payment of a claim for a Covered Outpatient Drug prescribed by a BH-MCO Provider only if one of the following occurs:
  - i. The drug is not being prescribed for the treatment of substance abuse/dependency/ addiction or mental illness and any side effects of psychopharmacological agents. Those drugs are to be prescribed by the PH-MCO's PCP or specialists in the Member's PH-MCO Network.
  - ii. The prescription has been identified as a case of Fraud, Abuse, or gross overuse, or the dispensing pharmacist determined that taking the medication either alone or along with other medications that the Member may be taking, would jeopardize the health and safety of the Member.
- e. The PH-MCO must receive written approval from the Department of the policies and procedures for the PH-MCO and BH-MCO to:
  - i. When deemed advisable, require consultation between practitioners before prescribing medication, and sharing complete, up-to-date medication records.
  - ii. Timely resolve disputes which arise from the payment for or use of drugs, including a mechanism for timely, impartial mediation when resolution between the PH-MCO and BH-MCO does not occur.
  - iii. Share independently developed Quality Management/Utilization Management information related to outpatient drug services, as applicable.
  - iv. Collaborate in adhering to a drug utilization review program approved by the Department. Collaborate in identifying and reducing the frequency of patterns of Fraud, Abuse, gross overuse, inappropriate or medically unnecessary care among physicians, pharmacists and Members associated with specific drugs.
- f. The PH-MCO must send data files, via the Department's file transfer protocol (FTP), containing records of detailed outpatient drug services as provided to individual

enrollees of the BH-MCOs contracted with the Department. The PH-MCO must adhere to the file delivery schedule established at the implementation of the data exchange process or notify the Department in advance of schedule changes. Files must be sent directly to the Department for distribution by the Department.

## **Exhibit DDD**

### **PATIENT CENTERED MEDICAL HOME (PCMH) PROGRAM**

The PCMH model of care includes key components such as: whole person focus on behavioral health and physical health, comprehensive focus on wellness as well as acute and chronic conditions, increased access to care, improved quality of care, team-based approach to care management/coordination, and use of electronic health records (EHR) and health information technology to track and improve care.

The PH-MCO will contract with high volume providers in their network who meet the requirements of a PCMH, make payments to their contracted PCMHs, collect quality related data from the PCMHs, reward PCMHs with quality-based enhanced payments, develop a learning network that includes PCMHs and other PH-MCOs, and report annually on the clinical and financial outcomes of their PCMH program.

- A. The PH-MCO will educate members what the PCMH model is and inform members of the resources available through the PCMH.
- B. The PH-MCO will ensure the PCMH provider meets the following requirements:
  - 1. Will be a high-volume Medicaid practice already participating in the PH-MCO provider pay for performance program or a defined set of practices willing to share care management resources,
  - 2. Will accept all new patients or be open for face-to-face visits at least 45 hours per week,
  - 3. Will join a Pennsylvania Patient and Provider Network (P3N) certified health information organization (HIO) by 12/31/2021 in order to share health related data,
  - 4. Will deploy a community-based care management team as described below:

The PCMH must deploy a community-based care management (CBCM) team that consists of licensed professionals such as nurses, pharmacists or social workers and unlicensed professionals such as peer recovery specialists, peer specialists, community health workers or medical assistants. The CBCM team's activities can replicate but not duplicate already existing and CBCM reimbursed care management services. The care management team will work within their local community to accept individuals with complex care needs from local emergency departments, physical and behavioral health hospitals, specialty providers, and PH-MCO. Through actively engaging patients and taking into account their preferences and personal health goals, the CBCM team will develop care plans that help individuals with complex chronic conditions to stay engaged in comprehensive treatment regimens that include, but are not limited

to physical health, substance use disorder and mental health treatments. The CBCM team will also connect individuals as needed to community resources and social support services through “warm hand off” referrals for assistance with problems such as food insecurity and housing instability.

5. Will collect and report annual quality data and outcomes pertinent to their patient population as defined by the current PH-MCO provider pay for performance program, the Integrated Care Plan pay for performance program, and additional population specific measures defined by the Department,
  6. Will conduct internal clinical quality data reviews on a quarterly basis, report results and discuss improvement strategies with the PH-MCO,
  7. Will measure patient satisfaction using a validated low literacy appropriate tool to assess individual and family/caregiver experience,
  8. Will include as part of the health care team patient advocates or family members to support the patients’ health goals and advise practices,
  9. Will see 75% of patients within seven days of discharge from the hospital with an ambulatory sensitive condition,
  10. Will participate in a PCMH learning network,
  11. Will complete a Social Determinants of Health assessment, at least annually and more frequent for patients who screen positive, using a Nationally recognized tool focusing on the following domains: food insecurity; health care/medical access/affordability; housing; transportation; childcare; employment; utilities; clothing and financial strain and submit ICD-10 diagnostic codes for all patients with identified needs. For patients with identified needs, the PCMH must assist the member with obtaining the needed services and monitor the outcome of the referral. The PCMH must track referrals and outcomes and be able to submit to the PH-MCO via claims submission the outcome of every Social Determinants of Health assessment performed using the HCPCS codes of G9919 (positive screening result) or G9920 (negative screening result) as well as providing the PH-MCO and Department a report of the SDOH assessment outcomes as may be requested, and
  12. Will educate and disclose to patients through low-literacy appropriate material the practice is a PCMH that has a community-based care management team available to help patients manage complex care needs.
- C. The PH-MCO will make monthly payments to each PCMH based on factors such as: clinical complexity, age, medical costs, and composition of the care management team.

- D. The PH-MCO's PCMH network will include high volume adult and pediatric providers that serve the percentage of total membership and percentage of members that fall within the top 5<sup>th</sup> percentile of medical costs.
- Calendar year 2021 – PCMHs' must serve at least 20% of their total membership and at least 33% of members that fall within the top 5<sup>th</sup> percentile of medical costs.
- E. The PH-MCO will collect key quality metrics from the PCMHs and report those results annually to the Department.
- F. The PH-MCO will reward PCMHs with quality-based enhanced payments focusing on key performance measures defined by the Department. Current provider pay for performance dollars may be used for these quality-based payments.
- G. The PH-MCO will develop a quarterly regional learning network that includes all PCMHs, patient advocates or family team members, and PH-MCOs in a HealthChoices region. At least one of the PCMH Learning Collaboratives needs to be face-to-face.
- H. The PH-MCO will report annually on the clinical and financial outcomes of their PCMH program. The report will address key quality, utilization, and financial outcomes as well as a return on investment calculation. The report will also describe the number of PCMHs that have gain share arrangements, risk arrangements, payments made for quality, and payments made for gain share or risk arrangements. The report will also list the total medical costs of the patients attributed to the PCMHs.
- I. Data Sharing
- The PH-MCO must provide timely and actionable data to its PCMHs. This data should include, but is not limited to, the following:
1. Identification of high risk patients;
  2. Comprehensive care gaps inclusive of gaps related to quality metrics used in the value-based payment arrangement; and
  3. Service utilization and claims data across clinical areas such as inpatient admissions, outpatient facility (SPU/ASC), emergency department, radiology services, lab services, durable medical equipment and supplies, specialty physician services, home health services, and prescriptions.
- J. The PH-MCO must work towards developing a value-based arrangement with Person-Centered Ambulatory Intensive Care Centers (PC-AICCs) in each zone they operate, unless the PH-MCO demonstrates to OMAP's satisfaction that the PH-MCO is not

able to reach an agreement with the PC-AICC. A PC-AICC is a practice that provide comprehensive physical and behavioral health care to those individuals who are high cost and in high need of medical and social services. These practices serve individuals who demonstrate non-episodic impactable medical costs over \$30,000 and are typically the costliest 2 - 3% of individuals who account for up to 40% of the PH-MCOs medical spend.