



**Molina Healthcare of New York, Inc. -  
Provider Manual -**

**Essential Plan**

**Effective January 1, 2019**

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## Introduction -

Welcome to the Molina Healthcare of New York, Inc. (Molina or MHNY) Provider Network!

This manual will provide the necessary information to you about the Molina Essential Plan product. We currently offer the following to eligible individuals:

- a NY State of Health Managed Standard Essential Plan product in Onondaga, Cortland and Tompkins counties
- a NY State of Health managed Standard Essential Plan product plus adult vision and dental benefits in Onondaga, Cortland and Tompkins counties

We understand the importance of the Provider-patient relationship and the administrative requirements of managing your patients' health care needs. This manual was designed to assist you and your office staff in understanding the requirements that govern the management of Molina Members while serving as a resource for any questions you have about our programs. Molina will update this manual as our operational policies change. If Molina updates any of the information in this manual, we will provide bulletins, as necessary, and post the changes on our website, [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com). You can also find a copy of this manual on our website.

We are proud of the relationship we have with our Participating Providers and are committed to working with you to provide the support and assistance necessary to meet the needs of your patients.

We encourage you to carefully read this manual and to contact your Provider Relations Representative with any questions or comments regarding this manual, or to discuss any aspects of being a Molina Participating Provider.

## Section 1. Contact Information for Providers

### Provider Services Department

The Provider Services Department handles telephone and written inquiries from Providers regarding address and Tax-ID changes, Provider denied Claims review, contracting, and training. The department has Provider Services Representatives who serve all of Molina Healthcare of New York (Molina or Molina Healthcare) Provider network. Eligibility verifications can be conducted at your convenience via Molina's Provider Web Portal (Provider Portal).

Provider Services	
Address:	Molina Healthcare of New York, Inc. 5232 Witz Drive North Syracuse, NY 13212
Phone:	(877) 872-4716 An answering service will be available after business hours.
Fax:	(844) 879-4509

### Member Services Department

The Member Services Department handles all telephone and written inquiries regarding Member Claims, benefits, eligibility/identification, Pharmacy inquiries, selecting or changing Primary Care Providers (PCPs), and Member grievances. Member Services Representatives are available 8:00 a.m. – 6:00 p.m. Monday through Friday, excluding State holidays.

Member Services	
Address:	Molina Healthcare of New York, Inc. 5232 Witz Drive North Syracuse, NY 13212
Phone:	(800) 223-7242
TTY/TDD:	711

### Claims Department

Molina requires Participating Providers to submit Claims electronically (via a clearinghouse or Molina's Provider Portal).

- Access the Provider Portal (<https://provider.molinahealthcare.com>)
- EDI Payer ID **16146**.

To verify the status of your claims, please use Molina's Provider Portal. For other claims questions contact Provider Services at the number listed below.

If necessary, paper claims can be submitted to the following address:

<b>Claims</b>	
Address	Molina Healthcare of New York, Inc. PO Box 22615 Long Beach, CA 90801
Phone:	(877) 872-4716

### **Claims Recovery Department**

The Claims Recovery Department manages recovery for Overpayment and incorrect payment of Claims.

<b>Claims Recovery</b>	
Address	Molina Healthcare of New York, Inc. Attn: Claims Recovery 200 Oceangate Suite 100 Long Beach, CA 90802
Phone:	(866) 642-8999

### **Compliance and Fraud AlertLine**

If you suspect cases of fraud, waste, or abuse, you must report it to Molina. You may do so by contacting the Molina Healthcare AlertLine or submit an electronic complaint using the website listed below. For more information about fraud, waste and abuse, please see the Compliance Section of this Manual.

<b>Molina Healthcare AlertLine</b>	
Phone:	(866) 606-3889
Website:	<a href="https://molinahealthcare.alertline.com">https://molinahealthcare.alertline.com</a>

## Credentialing Department

The Credentialing Department verifies all information on the Provider Application prior to contracting and re-verifies this information every three years. The information is then presented to the Professional Review Committee to evaluate a Provider's qualifications to participate in the Molina network.

<b>Credentialing</b>	
Address:	Molina Healthcare of New York, Inc. 5232 Witz Drive North Syracuse, NY 13212
Phone:	(877) 872-4716
Fax:	(844) 879-4509

## Nurse Advice Line

This telephone-based nurse advice line is available to all Molina Members. Members may call anytime they are experiencing symptoms or need health care information. Registered nurses are available (24) hours a day, seven (7) days a week to assess symptoms and help make good health care decisions.

<b>Nurse Advice Line 24 hours per day, 365 days per year</b>	
Phone:	(800) 223-7242
TTY/TDD:	711

## Healthcare Services (HCS) Department

The Healthcare Services (formerly Utilization Management) Department conducts inpatient review on inpatient cases and processes Prior Authorizations/Service Requests. The Healthcare Services (HCS) Department also performs Care Management for Members who will benefit from Care Management services. Participating Providers are required to interact with Molina's HCS department electronically whenever possible. Prior Authorizations/Service Requests and status checks can be easily managed electronically using Molina's Provider Web Portal.

Managing Prior Authorizations/Service Requests electronically provides many benefits to Providers, such as:

- Easy to access 24/7 online submission and status checks
- Ensures HIPAA compliance
- Ability to receive real-time authorization status
- Ability to upload medical records

- Increased efficiencies through reduced telephonic interactions
- Reduces cost associated with fax and telephonic interactions

Molina offers the following electronic Prior Authorizations/Service Requests submission options:

- Submit requests directly to Molina Healthcare of New York via the Provider Portal. See our Provider Web Portal Quick Reference Guide or contact your Provider Services Representative for registration and submission guidance.
- Submit requests via 278 transactions. See the EDI transaction section of our website for guidance.

<b>Healthcare Services (UM) Authorizations &amp; Inpatient Census</b>	
Provider Portal: <a href="https://provider.molinahealthcare.com">https://provider.molinahealthcare.com</a>	
Address:	Molina Healthcare of New York, Inc. 5232 Witz Drive North Syracuse, NY 13212
Phone:	(877) 872-4716 An answering service will be available after business hours.
Fax:	(866) 879-4742

## Health Management

Molina's Health Management includes weight management, motherhood matters, smoking cessation, and disease related programs. These services can be incorporated into the Member's treatment plan to address the Member's health care needs.

<b>Weight Management and Smoking Cessations Programs</b>	
Phone:	(866) 472-9483
Fax:	(562) 901-1176

<b>Health Management and Maternity Programs</b>	
Phone:	(866) 891-2320
Fax:	(800) 642-3691

## Behavioral Health

Molina Healthcare manages all components of our covered services for behavioral health. For Member behavioral health needs, please contact Molina Healthcare directly at:

<b>Molina Healthcare of New York, Inc.</b>	
Website:	<a href="http://www.MolinaHealthcare.com">www.MolinaHealthcare.com</a>
Address:	Molina Healthcare of New York, Inc. 5232 Witz Drive North Syracuse, NY 13212
Phone:	(800) 223-7242
Crisis Line: (24) Hours per day, (365) day per year:	(800) 223-7242

## Pharmacy Department

Prescription drugs are covered by Molina, via our pharmacy vendor. A list of in-network pharmacies is available on the [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com) website, or by contacting Molina at (800) 223-7242.

<b>Molina Healthcare</b>	
Customer Service:	(800) 223-7242
Prior Authorization Fax:	(844) 823-5479

## Dental Services

Dental services are covered by Molina, via our Dental Vendor, HealthPlex.

<b>HealthPlex</b>	
Address:	HealthPlex PO Box 9255 Uniondale, NY 11553-9255
Phone:	(888) 468-2183
Fax:	(516) 228-5025

## Quality Department

Molina maintains a Quality Department to work with Members and Providers in administering Molina's Quality Programs.

Quality Department	
Phone:	(877) 872-4716
Fax:	(844) 879-4471

## Molina Healthcare of New York, Inc. Service Area -



## **Section 2. Provider Responsibilities**

### **Participation Guidelines and Standards of Care**

#### **Provider Guidelines:**

##### **All Participating Providers are expected to:**

- Perform duties in their area of specialty.
- Provide preventive care services, including well child, adolescent, and adult preventive services (e.g., pap smears, HIV counseling, immunizations). Provide complete current information concerning a diagnosis, treatment, treatment options and prognosis from a physician or other Provider in terms the patient can be reasonably expected to understand. When it is not advisable to give such information to the patient, the information will be made available to an appropriate person on the patient's behalf.
- Provide information from a physician or other Provider necessary to give informed consent prior to the start of any procedure or treatment. Afford the patient the opportunity to refuse treatment to the extent permitted by law and to be informed of the medical consequences of that action.
- Be responsible for the supervision of patient care if a mid-level practitioner or resident renders care.
- Be responsible for patient care twenty-four hours a day or make arrangements with an alternate Participating Provider who must be available by telephone and can be available for coverage. If you use an answering machine, the message must direct the Member to a live voice.
- Promptly report to the referring primary care physician with any significant findings or urgent changes in therapy resulting from the consultation.
- Work closely with the Molina Quality and Healthcare Services Departments to assure patient compliance with follow-up.
- Comply with Molina's credentialing criteria and policies.
- Primary Care Providers (PCP) will coordinate care when the patient is referred to a specialist.
- Comply with Molina's procedures on referrals and preauthorization.
- Refer patients to the Molina Healthcare Services Department who require Case Management Services.
- Maintain confidentiality of medical information. For patients who have AIDS or who have been tested for the HIV virus, please see NYS Public Health Law Article 27.F, Section 2782.
- Comply with New York State Department of Health Communicable Disease Reporting Requirements (e.g. HIV, Tuberculosis, Hepatitis C etc.). These requirements are found at <http://www.health.ny.gov/professionals/diseases/reporting/communicable/>
- Communicate with patients regarding areas of needs, and concerns requiring immediate attention.
- Comply with Federal and state requirements for informed consent for hysterectomies and sterilization. Requirements are found on <http://www.health.state.ny.us>.

- Utilize formal Mental Health and Substance Use Assessment Tools.
- Adhere to the Molina Pharmacy Formulary. See our website at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com) for detailed information.
- Refer patients needing urgent evaluation or emergency care to a Participating emergency department or urgent care site whenever possible.
- Adhere to Molina's Appointment Access & Availability Guidelines. Ensure that Members with appointments are not routinely made to wait longer than one (1) hour.
- Comply with the Adult Preventive Care Guidelines.
- Make available records and medical information for Quality Improvement/Utilization Review activities.
- Follow Molina's standards for Medical Records.
- Receive signed acknowledgment from the Member prior to rendering non-covered services. Signed acknowledgments confirm the Member's knowledge of non-covered services under their Benefit Plan.
- Participate in Molina Health Advisory Committees if possible.
- Treat all patients equally;
- Not discriminate because of race, sex, marital status, sexual orientation, religion, ancestry, national origin, place of residence, disability, source of payment, utilization of medical, mental health services or supplies, health status, or status as an Essential Plan recipient, or other unlawful basis; and,
- Agree to observe, protect, and promote the rights of Molina's Members as patients.

For your reference, we have included the Molina's Member Rights and Responsibilities as a Section in this Provider Manual.

In becoming a Molina Provider, you and your staff agree to follow and comply with Molina's administrative, medical management, quality assurance, and reimbursement policies and procedures.

### **Standards of Care**

Molina Participating Providers must comply with all applicable laws and licensing requirements. In addition, Participating Providers must furnish covered evidence-based services in a manner consistent with standards, including nationally recognized clinical protocols and guidelines, related to medical and surgical practices that are generally accepted in the medical and professional community at the time of treatment. Participating Providers must also comply with Molina's standards, which include but are not limited to:

- Guidelines established by the Federal Center for Disease Control Prevention (or any successor entity)
- New York State Department of AIDS Institute
- All federal, state, and local laws regarding the conduct of their profession
- Participation on committees and clinical task forces to improve the quality and cost of care
- Referral Policies
- Preauthorization and notification requirements and timeframes
- Participating Provider credentialing requirements

- Care Management Program referrals
- Appropriate release of inpatient and outpatient utilization and outcomes information
- Accessibility of Member medical record information to fulfill the business and clinical needs of Molina
- Cooperating with efforts to assure appropriate levels of care
- Maintaining a collegial and professional relationship with Molina personnel and fellow Participating Providers, and
- Providing equal access and treatment to all Members

## **Role of Primary Care Provider (PCP)**

The Primary Care Provider (PCP) is responsible for delivering primary care services and coordinating the Member's health care. Each Molina Member is encouraged to select a PCP from Molina's Provider Directory. Participating Primary Care Provider (PCP) that follows HIV-infected Members must be an HIV-Specialist who has met the criteria of one of the following recognized bodies: (a) The HIV Medicine Association (HIVMA) definition of an HIV-experienced Provider, (b) HIV-Specialist status accorded by the American Academy of HIV Medicine or (c) Advanced AIDS Credited Registered Nurse, a credential given by the HIV/AIDS Nursing Certification Board (HANCNB).

If a Provider has a closed panel, there will be a "notation indicating that the Provider is not currently accepting new patients in the Provider Directory. If a Member does not select a PCP, the Molina Member Service Department contacts the Member to assist them with making a selection (A Primary Care Provider is a Pediatrician, Family Practitioner or Internist). If all attempts to contact the Member are unsuccessful, the Member is notified by mail of a selection made by Molina. At this time, the Member is again afforded the opportunity to select his or her own PCP.

As a Primary Care Provider (PCP), you are the manager of your patients' total health care needs. PCPs provide routine and preventive medical services, authorize covered services for Members, and coordinate all care that is given by Molina's specialists and participating facilities, or any other medical facility where your patients might seek care (e.g., Emergency Services). The coordination provided by PCPs may include direct provision of primary care, referrals for specialty care and referrals to other programs including Disease Management and educational programs, public health agencies and community resources.

PCPs are generally Physicians of Internal Medicine, Family Practice, General Practice, Pediatricians, Geriatrics, OB/GYNs, and physicians that specialize in Infectious Disease, and Nurse Practitioners. Members may select the lead physician in a Mental Health Clinics as a primary care physician.

## **Specialist or Specialty Center as PCP**

For Members with a degenerative and disabling condition or disease, the Member or Members' Representative or a PCP may request a specialist or specialty center as PCP. The Molina Medical Director will, in consultation with the Primary Care Provider and the specialist or

specialty center, review the Member's medical record and determine whether, based on existing clinical standards, the Member's disease or condition is degenerative and disabling.

A Member cannot elect to use a non-participating specialist or center as PCP unless the Molina network does not include an appropriate Provider. Molina must approve requests for Members to receive primary care services from Non-Participating Providers. Once approved, if a non-participating specialist or specialty center is chosen, services will be provided at no additional cost to the Member. The specialist/specialty center must be willing to comply with the requirements of PCPs as outlined in this manual.

## **Nondiscrimination of Health care Service Delivery**

Molina complies with the guidance set forth in the final rule for Section 1557 of the Affordable Care Act, which includes notification of nondiscrimination and instructions for accessing language services in all significant Member materials, physical locations that serve our Members, and all Molina Healthcare of New York website home pages. All Providers who join the Molina Provider network must also comply with the provisions and guidance set forth by the Department of Health and Human Services (HHS) and the Office for Civil Rights (OCR). Molina requires Providers to deliver services to Molina Members without regard to race, color, national origin, age, disability or sex. This includes gender identity, sexual orientation, pregnancy and sex stereotyping. Providers must post a non-discrimination notification in a conspicuous location of their office along with translated non-English taglines in the top fifteen (15) languages spoken in the state to ensure Molina Members understand their rights, how to access language services, and the process to file a complaint if they believe discrimination has occurred.

Additionally, Participating Providers or contracted medical groups/IPAs may not limit their practices because of a Member's medical (physical or mental) condition or the expectation for the need of frequent or high cost-care. Providers must not discriminate against Members based on their payment status and cannot refuse to serve Members because they receive assistance from a State Medicaid Program.

## **Section 1557 Investigations**

All Molina Providers shall disclose all investigations conducted pursuant to Section 1557 of the Patient Protection and Affordable Care Act to Molina's Civil Rights Coordinator.

Molina Healthcare  
Civil Rights Coordinator  
200 Oceangate, Suite 100  
Long Beach, CA 90802

**Toll Free:** (866) 606-3889  
**TTY/TDD:** 711

**On Line:** <https://molinahealthcare.AlertLine.com>

**Email:** [civil.rights@molinahealthcare.com](mailto:civil.rights@molinahealthcare.com)

## Facilities, Equipment and Personnel

The Provider's facilities, equipment, personnel and administrative services must be at a level and quality necessary to perform duties and responsibilities to meet all applicable legal requirements including the accessibility requirements of the Americans with Disabilities Act (ADA).

## Provider Data Accuracy and Validation

It is important for Providers to ensure Molina has accurate practice and business information. Accurate information allows us to better support and serve our Provider Network and Members.

Maintaining an accurate and current Provider Directory is a State and Federal regulatory requirement, as well as an NCQA® required element. Invalid information can negatively impact Member access to care, Member assignments and referrals. Additionally, current information is critical for timely and accurate claims processing.

Providers must validate the Provider Online Directory (POD) information at least quarterly for correctness and completeness. Providers must notify Molina in writing (some changes can be made online) at least thirty (30) days in advance, when possible, of changes such as, but not limited to:

- Change in office location(s), office hours, phone, fax, or email
- Addition or closure of office location(s)
- Addition or termination of a Provider (within an existing clinic/practice)
- Change in Tax ID and/or National Provider Identifier (NPI)
- Opening or closing your practice to new patients (PCPs only)
- Any other information that may impact Member access to care

Please visit our Provider Online Directory at <https://providersearch.molinahealthcare.com> to validate and correct most of your information. A convenient Provider web form can be found on the POD and additionally on the Provider Portal at <https://provider.MolinaHealthcare.com>. Or notify your Provider Services Representative or contact our Provider Services department at (877) 872-4716 if your information needs to be updated or corrected.

**Note:** Some changes may impact credentialing. Providers are required to notify Molina of changes to credentialing information in accordance with the requirements outlined in the Credentialing section of this Provider Manual.

Molina is required to audit and validate our Provider Network data and Provider Directories on a routine basis. As part of our validation efforts, we may reach out to our Network of Providers through various methods, such as: letters, phone campaigns, face-to-face contact, fax and fax-back verification, etc. Providers are required to provide timely responses to such communications.

## **Molina Electronic Solutions Requirements -**

Molina requires Providers to utilize electronic solutions and tools.

Molina requires all contracted Providers to participate in and comply with Molina's Electronic Solution Requirements, which include, but are not limited to, electronic submission of prior authorization requests, prior authorization status inquiries, health plan access to electronic medical records (EMR), electronic fund transfers (EFT), electronic remittance advice (ERA), electronic Claims Appeal and registration for and use of Molina's Provider Web Portal (Provider Portal).

Molina also strongly encourages the submission of electronic claims which includes claims submitted via a clearinghouse using the EDI process and claims submitted through the Molina Provider Web Portal.

Any Provider entering the network as a Contracted Provider will be required to comply with Molina's Electronic Solution Policy by registering for Molina's Provider Web Portal. Providers entering the network as a Contracted Provider must enroll for EFT/ERA payments within thirty (30) days of entering the Molina network.

Molina is committed to complying with all HIPAA Transactions, Code Sets, and Identifiers) (TCI) standards. Providers must comply with all HIPAA requirements when using electronic solutions with Molina. Providers must obtain a National Provider Identifier (NPI) and use their NPI in HIPAA Transactions, including Claims submitted to Molina. Providers may obtain additional information by visiting Molina's [HIPAA Resource Center](#) located on our website at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com).

## **Electronic Solutions/Tools Available to Providers**

Electronic Tools/Solutions available to Molina Providers include:

- Electronic Claims Submission Options
- Electronic Payment (Electronic Funds Transfer) with Electronic Remittance Advice (ERA)
- Provider Web Portal

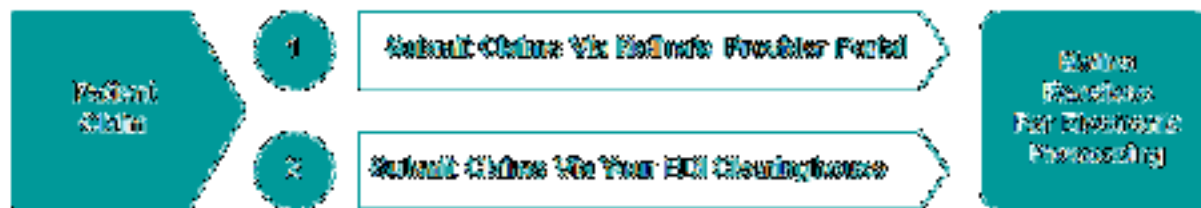
## **Electronic Claims Submission**

Molina strongly encourages Participating Providers to submit claims electronically. Electronic claims submission provides significant benefits to the Provider including:

- Promotes HIPAA compliance
- Helps to reduce operational costs associated with paper claims (printing, postage, etc.)
- Increases accuracy of data and efficient information delivery
- Reduces Claim delays since errors can be corrected and resubmitted electronically
- Eliminates mailing time and Claims reach Molina faster

Molina offers the following electronic Claims submission options:

- Submit Claims directly to Molina Healthcare of New York via the Provider Portal. See our Provider Web Portal Quick Reference Guide <https://provider.MolinaHealthcare.com> or contact your Provider Services Representative for registration and Claim submission guidance.
- Submit Claims to Molina through your EDI clearinghouse using Payer ID 16146; refer to our website [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com) for additional information.



While both options are embraced by Molina, Providers submitting claims via Molina's Provider Portal (available to all Providers at no cost) offer a number of claims processing benefits beyond the possible cost savings achieved from the reduction of high-cost paper Claims.

Electronic Claims submitting benefits include:

- Ability to add attachments to claims
- Submit corrected claims
- Easily and quickly void claims
- Check claims status
- Receive timely notification of a change in status for a particular claim
- Ability to Save incomplete/un-submitted Claims
- Create/Manage Claim Templates

For more information on EDI Claims submission, see the Claims and Compensation Section of this Provider Manual.

### **Electronic Payment (EFT/ERA) Requirement**

Participating Providers are required to enroll for Electronic Funds Transfer (EFT) and Electronic Remittance Advice (ERA). Providers enrolled in EFT payments will automatically receive ERAs as well. EFT/ERA services allow Providers to reduce paperwork, the ability to have searchable ERAs, and to receive payment and ERA access faster than the paper check and RA processes. There is no cost to the Provider for EFT enrollment, and Providers are not required to be in-network to enroll. Molina uses a vendor to facilitate the HIPAA compliant EFT payment and ERA delivery.

Below is the link to register with Change Healthcare ProviderNet to receive electronic payments and remittance advices. Additional instructions on how to register are available under the EDI/ERA/EFT tab on Molina's website: [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com).

Any questions during this process should be directed to Change Healthcare Provider Services at [wco.provider.registration@changehealthcare.com](mailto:wco.provider.registration@changehealthcare.com) or 877-389-1160.

## Provider Web Portal

Providers are required to register for and utilize Molina's Provider Web Portal (Provider Portal). The Provider Portal is an easy to use, online tool available to all of our Providers at **no cost**. The Provider Portal offers the following functionality:

- Verify and print Member eligibility- As well as view benefits, covered services and Member Health Record
- Member Roster – View a list of assigned membership for PCP(s)
- Claims Functions
  - Professional and Institutional Claims (individual or multiple claims)
  - Receive notification of Claims status change
  - Correct Claims
  - Void Claims
  - Add attachments to previously submitted claims
  - Check Claims status
  - Export Claims reports
  - Create and Manage Claim Templates
  - Open Saved Claims
- Prior Authorizations/Service Requests
  - Create and submit Service/Prior Authorization Requests
  - Check status of Service/Authorization Requests
  - Receive notification of change in status of Service/Authorization Requests
  - Create Service Request/Authorization Templates
- View HEDIS® Scores and compare to national benchmarks
- Appeals
  - Create and submit a Claim Appeal
  - Add Appeal attachments to Appeal
  - Receive Email Confirmation

**Third Party Billers can access and utilize all Claim Functions.** Third Party Billers no longer have to phone in to get Claim updates and to make changes. All Claim functionalities are now available for Third Party Billers online at Molina's Provider Portal.

## Balance Billing

Providers contracted with Molina cannot bill the Member for any covered benefits. The Provider is responsible for verifying eligibility and obtaining approval for those services that require prior authorization.

Providers may not charge Members fees for Covered Services beyond copayments, deductibles or coinsurance.

Providers agree that under no circumstance shall a Member be liable to the Provider for any sums owed by Molina to the Provider. Balance billing a Molina Member for services covered by Molina is prohibited. This includes asking the Member to pay the difference between the discounted and negotiated fees, and the Provider's usual and customary fees.

For additional information please refer to the Compliance and Claims and Compensation sections of this Provider Manual.

## **Member Rights and Responsibilities**

Providers must to comply with the rights and responsibilities of Molina Members as outlined in the Molina Member Subscriber Agreement and on the member website. The Subscriber Agreement that is provided to Members annually is hereby incorporated into this Provider Manual. The most current Member Rights and Responsibilities can be accessed via the following link: <https://www.molinahealthcare.com/providers/ny/medicaid/policies/Pages/ep-member-rights.aspx> Subscriber Agreements are available on Molina's Member Website. Member Rights and Responsibilities are outlined under the heading "Your Rights and Responsibilities" within the Subscriber Agreement document.

State and Federal Law requires that health care Providers and health care facilities recognize Member rights while the Members are receiving medical care, and that Members respect the health care Provider's or health care facility's right to expect certain behavior on the part of the Members.

For additional information, please contact Molina Healthcare at (800) 223-7242, Monday-Friday, 8:00 a.m. – 6:00 p.m. TTY users, please call 711.

## **Member Information and Marketing**

Any written informational or marketing materials directed to Molina Members must be developed and distributed in a manner compliant with all State and Federal Laws and regulations and be approved by Molina prior to use. Please contact your Provider Services Representative for information and review of proposed materials.

## **Member Eligibility Verification**

Providers should verify eligibility of Molina Members prior to rendering services. Payment for services rendered is based on enrollment and benefit eligibility. The contractual agreement between Providers and Molina places the responsibility for eligibility verification on the Provider of services.

## **Possession of a Molina Healthcare of New York ID Card does not guarantee Member**

**eligibility or coverage. A Provider must verify a recipient's eligibility each time the recipient presents to their office for services.** More information on Member eligibility verification options is available in the Eligibility, Enrollment and Disenrollment section of this Manual.

### **Member Cost Share**

Providers should verify the Molina Member's Cost Share status prior to requiring the Molina Member to pay co-pay, co-insurance, deductible or other Cost Share that may be applicable to the Member's specific Benefit Plan. Some plans have a total maximum Cost Share that frees the Member from any further out of pocket charges once reached (during that calendar year).

### **Healthcare Services (Utilization Management and Case Management)**

Providers are required to participate in and comply with Molina's Healthcare Services programs and initiatives. Clinical documentation necessary to complete medical review and decision making is to be submitted to Molina through electronic channels such as the Provider Portal. Clinical documentation can be attached as a file and submitted securely through the Provider Portal. Please see the Healthcare Services section of the Manual for additional details about these and other Healthcare Services programs.

### **In Office Laboratory Tests**

Molina's policies allow only certain lab tests to be performed in a Provider's office regardless of the line of business. All other lab testing must be referred to an In-Network Laboratory Provider that is a certified, full service laboratory, offering a comprehensive test menu that includes routine, complex, drug, genetic testing and pathology. A list of those lab services that are allowed to be performed in the Provider's office is found on the Molina website at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com).

For more information about In-Network Laboratory Providers, please consult the Molina Provider Directory (<https://providersearch.MolinaHealthcare.com>). For testing available through In-Network Laboratory Providers, or for a list of In-Network Laboratory Provider patient service centers, please reach out to the In-Network Laboratory Provider.

Specimen collection is allowed in a Provider's office and shall be compensated in accordance with your agreement with Molina and applicable State and Federal billing and payment rules and regulations.

Claims for tests performed in the Provider's office, but not on Molina's list of allowed in-office laboratory tests will be denied.

## **Referrals -**

A referral is necessary when a Provider determines Medically Necessary services are beyond the scope of the PCP's practice or it is necessary to consult or obtain services from other in-network specialty health professionals (please refer to the Healthcare Services section of this Manual). Information is to be exchanged between the PCP and Specialist to coordinate care of the patient to ensure continuity of care. Providers need to document referrals that are made in the patient's medical record. Documentation needs to include the specialty, services requested, and diagnosis for which the referral is being made. Molina does not require a referral to an in-network specialist. All requests for referral to a non-participating provider require a referral from the PCP, as well as a Prior Authorization from Molina.

Providers should direct Members to health professionals, hospitals, laboratories, and other facilities and Providers which are contracted and credentialed (if applicable) with Molina Healthcare of New York. In the case of urgent and Emergency Services, Providers may direct Members to an appropriate service including but not limited to primary care, urgent care and Emergency Services. There may be circumstances in which referrals may require an out of network Provider; prior authorization will be required from Molina except in the case of Emergency Services.

PCPs are able to refer a Member to an in-network specialist for consultation and treatment without a referral request to Molina.

## **Admissions**

Providers are required to comply with Molina's facility admission, prior authorization, and Medical Necessity review determination procedures.

## **Participation in Utilization Review and Care Management Programs**

Providers are required to participate in and comply with Molina's utilization review and Care Management programs, including all policies and procedures regarding prior authorizations. This includes the use of an electronic solution for the submission of documentation required for medical review and decision making. Providers will also cooperate with Molina in audits to identify, confirm, and/or assess utilization levels of covered services.

## **Continuity and Coordination of Provider Communication**

Molina stresses the importance of timely communication between Providers involved in a Member's care. This is especially critical between specialists, including behavioral health Providers, and the Member's PCP. Information should be shared in such a manner as to facilitate communication of urgent needs or significant findings. . Each year, we review feedback received from PCPs and specialists and facilities to determine if the level of satisfaction with the information provided across settings or between Providers is sufficient.

## **Treatment Alternatives and Communication with Members**

Molina endorses open Provider-Member communication regarding appropriate treatment alternatives and any follow up care. Molina promotes open discussion between Provider and Members regarding Medically Necessary or appropriate patient care, regardless of covered benefits limitations. Providers are free to communicate any and all treatment options to Members regardless of benefit coverage limitations. Providers are also encouraged to promote and facilitate training in self-care and other measures Members may take to promote their own health.

## **Pregnancy Notification Process**

The PCP shall submit to Molina the Pregnancy Notification Report Form (available at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com)) within one (1) working day of the first prenatal visit and/or positive pregnancy test of any Member presenting themselves for health care services. The form should be faxed to Molina at (844) 879-4471.

## **Prescriptions**

Providers are required to adhere to Molina's drug formularies and prescription policies.

## **Pain Safety Initiative (PSI) Resources**

Safe and appropriate opioid prescribing and utilization is a priority for all of us in health care. Molina requires Providers to adhere to Molina's drug formularies and prescription policies designed to prevent abuse or misuse of high-risk chronic pain medication. Providers are expected to offer additional education and support to Members regarding Opioid and pain safety as needed.

Molina is dedicated to ensuring Providers are equipped with additional resources, which can be found on the Molina Healthcare Provider website. Providers may access additional Opioid-safety and Substance Use Disorder resources at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com) under the Health Resource tab. Please consult with your Provider Services representative or reference the medication formulary for more information on Molina's Pain Safety Initiatives.

## **Participation in Quality Programs**

Providers are expected to participate in Molina's Quality Programs and collaborate with Molina in conducting peer review and audits of care rendered by Providers.

Additional information regarding Quality Programs is available in the Quality section of this Manual.

## **Member to Provider Ratios -**

PCPs agree to adhere to the Member-to-PCP ratios of 1500 Members per 1 PCP. These ratios assume that the PCP is a full-time equivalent (FTE) defined as a Provider practicing forty (40) hours per week.

## **Minimum Office Hours**

A Molina PCP must practice a minimum of sixteen (16) hours a week at each primary care site. Providers must promptly notify Molina of changes in office hours and location as soon as this information becomes available, but no later than three business days after the change takes effect.

## **Access to Care Standards**

Molina is committed to providing timely access to care for all Members in a safe and healthy environment. Molina will ensure Providers offer hours of operation no less than offered to commercial Members. Access standards have been developed to ensure that all health care services are provided in a timely manner. The PCP or designee must be available twenty-four (24) hours a day, seven (7) days a week to Members for Emergency Services. This access may be by telephone. For additional information about appointment access standards please refer to the Quality section of this Manual.

## **Site and Medical Record-Keeping Practice Reviews**

As a part of Molina's Quality Improvement Program, Providers are required to maintain compliance with certain standards for safety, confidentiality, and record keeping practices in their practices.

Providers are required to maintain an accurate and readily available individual medical record for each Member to whom services are rendered. Providers are to initiate a medical record upon the Member's first visit. The Member's medical record (electronic preferred or hard copy) should contain all information required by State and Federal Law, generally accepted and prevailing professional practice, applicable government sponsored health programs and all Molina's policies and procedures. Providers are to retain all such records for a minimum of ten (10) years and retained further if the records are under review or audit until the review or audit is complete.

CMS has specific guidelines for the retention and disposal of Medicare records. Please refer to [CMS General Information, Eligibility, and Entitlement Manual](#), Chapter 7, Chapter 30.30 for guidance.

## **Appointment Availability Guidelines**

All Providers in the Molina network will comply with the following appointment availability guidelines.

- **Emergency Care:** Immediately upon presentation at a service delivery site.

- **Urgent Care:** Within twenty-four (24) hours of request.
- **Non-Urgent “Sick” Visit:** Within forty-eight (48) to seventy-two (72) hours of request.
- **Routine Appointments:** Within four (4) weeks of request.
- **Specialist Referrals (not urgent):** Within four (4) to six (6) weeks of request.
- **Initial Prenatal Visit:** Within three (3) weeks during first trimester, two weeks during the second trimester, and one week thereafter.
- **Adult Baseline and Routine Physicals:** Within twelve (12) weeks from enrollment.
- **Well Child Care:** Within four (4) weeks of request.
- **Initial Family Planning Visits:** Within two weeks of request.
- **In-Plan Mental Health or Substance Use Follow-Up Visits** (pursuant to an emergency or hospital discharge): within five (5) days of request, or sooner as clinically indicated.
- **In-Plan, Non-Urgent Mental Health or Substance Use Visits:** Within two (2) weeks of request.
- **Initial PCP Office Visit for Newborns:** Within two (2) weeks of hospital discharge.

For Behavioral Health/Substance Use Disorders the following appointment availability guidelines will be followed:

- Routine/non-urgent – within 14 calendar days
- Urgent care – within 24 hours
- Emergency Services/CPEP – immediately; 24 hours a day/7 days per week
- OASAS Residential Treatment – immediately for inpatient substance use detoxification and within twenty-four (24) hours for inpatient rehabilitation services, stabilization treatment services, substance use disorder outpatient and opioid treatment programs.
- Non-24-hour Diversionary Psychopharmacology Services – within two (2) calendar days
- Medication Management – within 14 calendar days
- Outpatient mental health office and clinic services – within two (2) to four (4) weeks of request
- Psychological or neuropsychological testing – non-urgent within two (2) to (4) weeks
- Outpatient office and clinic treatment provided by OASAS certified agencies – LOCADTR tool to inform level of care determination. Appointments should be offered within 24 hours of request
- Medically Supervised Outpatient Substance withdrawal – LOCADTR tool to inform level of care determination. Appointments should be offered within 24 hours of request
- Opioid Treatment Program (OTP) services – LOCADTR tool to inform level of care determinations. Appointments within 24 hours of request
- Stabilization and Rehabilitation services for residential SUD treatment – LOCADTR tool to inform level of care determinations. Appointments should be offered within 24 hours of request.

These guidelines are based on New York State Department of Health requirements and may be changed by the Department of Health. Molina will annually complete appointment availability

and accessibility surveys of Providers. The Molina Chief Medical Officer will communicate outcomes of those surveys to the Provider.

Molina provides access to medical services to its Members twenty-four (24) hours a day, seven days a week through the network of Primary Care Providers who supervise and coordinate their care.

Molina's contracts with Primary Care Providers require that each PCP assure the availability of covered health services to Molina Members on a twenty-four (24) hour a day, 365 days per year basis, including periods after normal business hours, on weekends, or at any other time. The PCP must arrange for complete back up coverage from other Participating Providers in the event the PCP is unable to be available.

Coverage and availability must allow a Member to reach a live voice with one phone call. In the event the Molina Member is calling from a pay phone, or cannot receive a return call, adequate arrangements must be in place to connect the Member to his/her Provider.

In the event the PCP is temporarily unavailable or unable to provide patient care or referral services to Molina Members, the PCP must arrange for another Molina Participating physician to provide such services. In the rare event a PCP has a non-contracted physician covering, the PCP must have prior approval of Molina. The covering Provider must sign an agreement to accept the PCP's negotiated rate and agree not to balance bill Molina Members.

### **Medical Record Review**

As a part of Molina's Quality Improvement Program, Providers are required to maintain compliance with certain standards for safety, confidentiality, and record keeping practices in their practices.

Providers are required to maintain an accurate and readily available individual medical record for each Member to whom services are rendered. Providers are to initiate a medical record upon the Member's first visit. The Member's medical record (electronic preferred or hard copy) should contain all information required by State and Federal Law, generally accepted and prevailing professional practice, applicable government sponsored health programs and all Molina's policies and procedures. Providers are to retain all such records for a minimum of ten (10) years and retained further if the records are under review or audit until the review or audit is complete.

CMS has specific guidelines for the retention and disposal of Medicare records. Please refer to [CMS General Information, Eligibility, and Entitlement Manual](#), Chapter 7, Chapter 30.30 for guidance.

As part of Molina's Quality Improvement Plan, a review of medical records and clinical documentation is completed to assess Provider compliance with New York State and Health Plan specific requirements including compliance with the Medicaid Prenatal Care Standards, infectious disease reporting and compliance with clinical practice guidelines and medical record standards. All Molina Participating Providers shall comply with this review.

Additional details regarding medical record review standards and procedures are available in the Quality section of this manual.

## **Delivery of Patient Care Information**

Providers must comply with all State and Federal Laws, and other applicable regulatory and contractual requirements to promptly deliver any Member information requested by Molina for use in conjunction with utilization review and management, grievances, peer review, HEDIS® Studies, Molina's Quality Programs, or claims payment. Providers will further provide direct access to patient care information (hard copy or electronic) as requested by Molina and/or as required to any governmental agency or any appropriate State and Federal authority having jurisdiction.

## **Compliance**

Providers must comply with all State and Federal Laws and regulations related to the care and management of Molina Members.

## **Confidentiality of Member Health Information (PHI) and HIPAA Transactions**

Molina requires that Providers respect the privacy of Molina Members (including Molina Members who are not patients of the Provider) and comply with all applicable Laws and regulations regarding the privacy of patient and Member PHI. Please refer to the Compliance section of this Provider Manual for additional information.

## **Participation in Grievance and Appeals Programs**

Providers are required to participate in Molina's Grievance Program and cooperate with Molina in identifying, processing, and promptly resolving all Member complaints, grievances, or inquiries. If a Member has a complaint regarding a Provider, the Provider will participate in the investigation of the grievance. If a Member appeals, the Provider will participate by providing medical records and/or statement as needed. This includes the maintenance and retention of Member records for a period of not less than ten (10) years, and retained further if the records are under review or audit until such time that the review or audit is complete.

Please refer to the Adverse Determinations, Appeals and Grievances section of this Manual for additional information regarding this program.

## **Participation in Credentialing**

Providers are required to participate in Molina's credentialing and re-credentialing process and will satisfy, throughout the term of their contract, all credentialing and re-credentialing criteria established by Molina and applicable accreditation, state and federal requirements. This includes providing prompt responses to requests for information related to the credentialing or re-credentialing process.

Providers must notify Molina no less than thirty (30) days in advance when they relocate or open an additional office. When this notification is received, a site review of the new office may be conducted before the Provider's recredentialing date.

More information about Molina's Credentialing program, including Policies and Procedures is available in the Provider Credentialing and Termination section of this Provider Manual.

## **Delegation**

Delegated entities must comply with the terms and conditions outlined in Molina's Delegation Policies and Delegated Services Addendum. Please see the Delegation section of this Provider Manual for more information about Molina's delegation requirements and delegation oversight.

## **Section 3. Cultural Competency and Linguistic Services**

### **Background**

Molina works to ensure all Members receive culturally competent care across the service continuum to reduce health disparities and improve health outcomes. The Culturally and Linguistically Appropriate Services in Health Care (CLAS) standards published by the US Department of Health and Human Services (HHS), Office of Minority Health (OMH) guide the activities to deliver culturally competent services. Molina complies with Title VI of the Civil Rights Act, the Americans with Disabilities Act (ADA) Section 504 of the Rehabilitation Act of 1973, Section 1557 of the Affordable Care Act (ACA) and other regulatory/contract requirements. Compliance ensures the provision of linguistic access and disability-related access to all Members, including those with Limited English Proficiency and Members who are deaf, hard of hearing, non-verbal, have a speech impairment, or have an intellectual disability. Policies and procedures address how individuals and systems within the organization will effectively provide services to people of all cultures, races, ethnic backgrounds and religions as well as those with disabilities in a manner that recognizes values, affirms and respects the worth of the individuals and protects and preserves the dignity of each.

Additional information on cultural competency and linguistic services is available at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com), from your local Provider Services Representative and by calling Molina Provider Services at (877) 872-4716.

### **Nondiscrimination of Healthcare Service Delivery**

Molina complies with the guidance set forth in the final rule for Section 1557 of the ACA, which includes notification of nondiscrimination and instructions for accessing language services in all significant Member materials, physical locations that serve our Members, and all Molina website home pages. All Providers who join the Molina Provider network must also comply with the provisions and guidance set forth by the Department of Health and Human Services (HHS) and the Office for Civil Rights (OCR). Molina requires Providers to deliver services to Molina Members without regard to race, color, national origin, age, disability or sex. This includes gender identity, sexual orientation, pregnancy and sex stereotyping. Providers must post a non-discrimination notification in a conspicuous location of their office along with translated non-English taglines in the top fifteen (15) languages spoken in the state to ensure Molina Members understand their rights, how to access language services, and the process to file a complaint if they believe discrimination has occurred.

Additionally, Participating Providers or contracted medical groups/IPAs may not limit their practices because of a Member's medical (physical or mental) condition or the expectation for the need of frequent or high cost-care.

Providers can refer Molina Members who are complaining of discrimination to the Molina Civil Rights Coordinator at: (866) 606-3889, or TTY, 711.

Members can also email the complaint to [civil.rights@MolinaHealthcare.com](mailto:civil.rights@MolinaHealthcare.com).

Should you or a Molina Member need more information you can refer to the Health and Human Services website for more information: <https://www.federalregister.gov/d/2016-11458>

## **Cultural Competency**

Molina is committed to reducing health care disparities. Training employees, Providers and their staffs, and quality monitoring are the cornerstones of successful culturally competent service delivery. Molina integrates cultural competency training into the overall Provider training and quality monitoring programs. An integrated quality approach intends to enhance the way people think about our Members, service delivery and program development so that cultural competency becomes a part of everyday thinking.

## **Provider and Community Training**

Molina offers educational opportunities in cultural competency concepts for Providers, their staff, and Community Based Organizations. Molina conducts Provider training during Provider orientation with annual reinforcement training offered through Provider Services or online/webinar training modules.

Training modules, delivered through a variety of methods, include:

1. Written materials;
2. On-site cultural competency training;
3. Online cultural competency provider training; and,
4. Integration of cultural competency concepts and nondiscrimination of service delivery into Provider communications

## **Access**

Molina ensures Member access to language services such as oral interpreting, American Sign Language (ASL), written translation and access to programs, aids and services that are congruent with cultural norms. Molina supports Members with disabilities, and assists Members with Limited English Proficiency.

Molina develops Member materials according to Plain Language Guidelines. Members or Providers may also request written Member materials in alternate languages and formats, leading to better communication, understanding and Member satisfaction. Online materials found on [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com) and information delivered in digital form meet Section 508 accessibility requirements to support Members with visual impairments.

Key Member information, including Appeals and Grievance forms, are also available in threshold languages on the Molina Member website.

## **Program and Policy Review Guidelines**

Molina conducts assessments at regular intervals of the following information to ensure its programs are most effectively meeting the needs of its Members and Providers:

- Annual collection and analysis of race, ethnicity and language data from:

- Eligible individuals to identify significant culturally and linguistically diverse populations within plan's membership
- Revalidate data at least annually
- Contracted Providers to assess gaps in network demographics
- Local geographic population demographics and trends derived from publicly available sources (Community Health Needs Assessment)
- Applicable national demographics and trends derived from publicly available sources
- Network Assessment
- Collection of data and reporting for the Diversity of Membership HEDIS measure.
- Annual determination of threshold languages and processes in place to provide Members with vital information in threshold languages.
- Identification of specific cultural and linguistic disparities found within the plan's diverse populations.
- Analysis of HEDIS and CAHPS results for potential cultural and linguistic disparities that prevent Members from obtaining the recommended key chronic and preventive services.
- Comparison with selected measures such as those in Healthy People 2020

### **Measures available through national testing programs such as the National Health and Nutrition Examination Survey (NHANES) Linguistic Services**

Molina provides oral interpreting of written information to any plan Member who speaks any non-English language regardless of whether that language meets the threshold of a prevalent non-English language. Molina notifies plan Members of the availability of oral interpreting services upon enrollment, and informs them how to access oral interpreting services at no cost to them on all significant Member materials. Molina serves a diverse population of Members with specific cultural needs and preferences. Providers are responsible for supporting access to interpreter services at no cost for Members with sensory impairment and/or who have Limited English Proficiency.

### **24 Hour Access to Interpreter Services**

Providers may request interpreters for Members whose primary language is other than English by calling Molina's Contact Center toll free at (800) 223-7242. If Contact Center Representatives are unable to interpret in the requested language, the Representative will immediately connect you and the Member to a qualified language service provider.

Molina Providers must support Member access to telephonic interpreter services by offering a telephone with speaker capability or a telephone with a dual headset. Providers may offer Molina Members interpreter services if the Members do not request them on their own. Please remember, it is never permissible to ask a family member, friend or minor to interpret.

All eligible members who are Limited English Proficient (LEP) are entitled to receive interpreter services. Pursuant to Title VI of the Civil Rights Act of 1964, services provided for Members with LEP, LRP or limited hearing or sight are the financial responsibility of the Provider. Under no circumstances are Molina Members responsible for the cost of such services. Written procedures are to be maintained by each office or facility regarding their process for obtaining such services. Molina is available to assist Providers with locating these services if needed.

## **Documentation -**

As a contracted Molina Provider, your responsibilities for documenting Member language services/needs in the Member's medical record are as follows:

- Record the Member's language preference in a prominent location in the medical record. This information is provided to you on the electronic member lists that are sent to you each month by Molina.
- Document all Member requests for interpreter services.
- Document who provided the interpreter service. This includes the name of Molina's internal staff or someone from a commercial interpreter service vendor. Information should include the interpreter's name, operator code and vendor.
- Document all counseling and treatment done using interpreter services.
- Document if a Member insists on using a family member, friend or minor as an interpreter, or refuses the use of interpreter services after notification of his or her right to have a qualified interpreter at no cost.

## **Members who are Deaf or Hard of Hearing**

Molina provides a TTY/TDD connection accessible by dialing 711. This connection provides access to Member & Provider Contact Center, Quality, Healthcare Services and all other health plan functions.

Molina strongly recommends that Provider offices make available assistive listening devices for members who are deaf and hard of hearing. Assistive listening devices enhance the sound of the provider's voice to facilitate a better interaction with the member.

Molina will provide face-to-face service delivery for ASL to support our Members who are deaf or hard of hearing. Requests should be made three (3) days in advance of an appointment to ensure availability of the service. In most cases, Members will have made this request via Molina Member Services.

## **Nurse Advice Line**

Molina provides twenty four (24) hours/seven (7) days a week Nurse Advice Services for members. The Nurse Advice Line provides access to twenty-four (24) hour interpretive services. Members may call Molina Healthcare's Nurse Advice Line directly (English line (800) 223-7242) or (Spanish line at (800) 223-7242) or for assistance in other languages. The Nurse Advice TTY/TDD is 711. The Nurse Advice Line telephone numbers are also printed on membership cards.

## **Section 4. Member Rights and Responsibilities**

Providers must comply with the rights and responsibilities of Molina Members as outlined in the Molina Member Handbook and on the Molina website. The Member Handbook that is provided to Members annually is hereby incorporated into this Provider Manual. The most current Member Rights and Responsibilities can be accessed via the following link:

<https://www.molinahealthcare.com/providers/ny/medicaid/policies/Pages/ep-member-rights.aspx>

Member Handbooks are available on Molina's Member Website. Member Rights and Responsibilities are outlined under the heading "Your Rights and Responsibilities" within the Member Handbook document.

State and Federal Law requires that health care Providers and health care facilities recognize Member rights while the Members are receiving medical care, and that Members respect the health care Provider's or health care facility's right to expect certain behavior on the part of the Members.

For additional information, please contact Molina Healthcare at (800) 223-7242, TTY users, please call 711.

### **Second Opinions**

If Members do not agree with their Provider's plan of care, they have the right to a second opinion from another Provider. Members should call Member Services to find out how to get a second opinion. Second opinions may require Prior Authorization.

## **Section 5. Enrollment, Eligibility and Disenrollment**

### **Enrollment**

#### **Enrollment in Essential Plan Programs**

The New York Essential Plan programs are administered by the NY State of Health (NYSoH). Eligibility is determined by the NY State of Health. Membership is effective on the date determined by the NY State of Health.

**No eligible Member shall be refused enrollment or re-enrollment, have his/her enrollment terminated, or be discriminated against in any way because of his/her health status, pre-existing physical or mental condition, including pregnancy, hospitalization or the need for frequent or high-cost care.**

#### **Effective Date of Enrollment**

- a) For Essential Plan Members, Molina and NYSoH are responsible for notifying the Member of the expected Effective Date of Enrollment.
- b) Notification may be accomplished through a "Welcome Letter." To the extent practicable, such notification must precede the Effective Date of Enrollment.
- c) In the event that the actual Effective Date of Enrollment changes, Molina, or NYSoH, must notify the Member of the change.  
As of the Effective Date of Enrollment, and until the Effective Date of Disenrollment, Molina shall be responsible for the provision and cost of all care and services covered by the Benefit Package.

#### **Inpatient at time of Enrollment**

Regardless of what program or health plan the Member is enrolled in at discharge, the program or plan the Member is enrolled with on the date of admission shall be responsible for payment of all covered inpatient facility and professional services provided from the date of admission until the date the Member is no longer confined to an acute care hospital.

### **Eligibility Verification**

#### **Essential Plan Programs**

The NY State of Health (NYSoH), The Official Health Plan Marketplace determines eligibility for the Essential Plan. Payment for services rendered is based on eligibility and benefit entitlement. The Contractual Agreement between Providers and Molina Healthcare places the responsibility for eligibility verification on the Provider of services.

#### **Eligibility Listing for Essential Plan Programs**

Providers who contract with Molina Healthcare may verify a Member's eligibility and/or confirm PCP assignment by checking the following:

- Possession of an Essential Plan ID Card does not mean a recipient is eligible for Essential Plan services. A Provider should verify a recipient's eligibility each time the recipient receives services. The verification sources can be used to verify a recipient's enrollment in a managed care plan. The name and telephone number of the managed care plan are given along with other eligibility information.**

### Molina Healthcare of New York, Inc. Sample Member ID cards

### Card Front



Members are reminded in their Subscriber Agreements to carry ID cards with them when requesting medical or pharmacy services. It is the Provider's responsibility to ensure Molina Healthcare Members are eligible for benefits and to verify PCP assignment, prior to rendering services. Unless an Emergency Medical Condition exists, Providers may refuse service if the Member cannot produce the proper identification and eligibility cards.

## **Disenrollment**

### **Voluntary Disenrollment**

Members wishing to disenroll from Molina should contact NYSoH.

Voluntary disenrollment does not preclude Members from filing a grievance with Molina Healthcare for incidents occurring during the time they were covered.

### **Involuntary Disenrollment**

Molina may initiate an involuntary disenrollment if an enrollee engages in conduct or behavior that seriously impairs Molina's ability to furnish services to either the enrollee or other enrollees, provided that Molina has made and documented reasonable efforts to resolve the problems presented by the enrollee. These efforts will include health plan initiated restriction where the enrollee's actions meet the criteria for such restriction as specified in the restricted recipient section of the Medicaid Managed Care Model Contract. Molina will submit the request for disenrollment in writing to the LDSS, SDOH or NYSoH and shall include the documentation of reasonable efforts.

## **PCP Dismissal**

In the event that a PCP should need to dismiss a member from their panel for any reason, the PCP must submit a PCP change form, located on the Molina Healthcare of New York website, located [here](#). This Section does not apply if the Member's behavior is attributable to a physical or behavioral condition.

## **Missed Appointments**

Molina Healthcare requires that all primary care physicians follow up with members who have missed their appointment. Depending on the situation, providers are required to ensure that members are aware of the various services available to them. This includes, but is not limited to medical transportation and translation services.

## **PCP Assignment**

Members are given the opportunity to select a PCP within the first thirty (30) days of enrollment. If a PCP is not selected by the Member, Molina will assign a PCP to the Member.

## **PCP Changes**

A Member can change their PCP at any time by calling the Molina Member Services Department at 1-800-223-7242. The effective date of the change will be the first of the month *following* the month of the request unless there are special circumstances.

## **Section 6. Benefits and Covered Services**

This section provides an overview of the medical benefits and Covered Services for Molina Healthcare of New York Members. Some benefits may have limitations. If there are questions as to whether a service is covered or requires Prior Authorization please contact Molina Healthcare at (877) 872-4716 (Monday through Friday 8:00 a.m. to 6:00 p.m.).

### **Member Cost Sharing**

Cost Sharing is the Deductible, Copayment, or Coinsurance that Members must pay for Covered Services provided under their Molina plan.

There are no premiums or cost sharing for medical services for Essential Plans 2, 3 and 4. Essential Plan 1 members will be assessed a monthly premium and cost sharing for medical services. Essential Plans 1, 2 and 3 will have cost sharing for Prescription Drugs. Essential Plan members with dental and vision benefits will be responsible for additional cost sharing and monthly premiums. It is the Provider's responsibility to collect the copayment and other Member Cost Share from the Member to receive full reimbursement for a service. The amount of the copayment and other Cost Sharing will be deducted from the Molina payment for all Claims involving Cost Sharing.

### **Service Covered by Molina Healthcare of New York**

Molina Healthcare covers the services described in the Summary of Benefits documentation. Some services require prior authorization. If there are questions as to whether a service is covered or requires prior authorization, please contact Molina Healthcare at (877) 872-4716. (Monday through Friday 8:00 a.m. to 6:00 p.m.)

### **Summary of Benefits**

Molina Healthcare benefits are comprehensive in nature and include all medically necessary services as defined by NYSoH.

This section provides an overview of the medical benefits and covered services Molina Healthcare Essential Plan Members.

Benefits may require prior authorization. For complete prior authorization requirements see the Molina Healthcare Prior Authorization Guide on our website: [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com), or at the end of the Healthcare Services section of this manual.

The following benefits are covered for Molina Healthcare Essential Plan Members:

	Essential Plan 1	Essential Plan 1 PLUS	Essential Plan 2	Essential Plan 2 PLUS	Essential Plan 3	Essential Plan 4	Additional Information
<b>COST SHARING</b>							
<b>Deductible</b> <ul style="list-style-type: none"> <li>Individual</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
<b>Out of Pocket Limit</b> <ul style="list-style-type: none"> <li>Individual</li> </ul>	\$2,000	\$2,000	\$200	\$200	\$200	\$0	
Deductibles, Coinsurance and Copayments that make up Your Out of Pocket Limit accumulate on a Plan Year basis.							
<b>OFFICE VISITS</b>							
Primary Care Office Visits  (or Home Visits)	Covered	Covered	Covered	Covered	Covered	Covered	

Specialist Office Visits (or Home Visits)	Covered	Covered	Covered	Covered	Covered	Covered	
<b>PREVENTIVE CARE</b>							
<ul style="list-style-type: none"> <li>Adult Annual Physical Examinations*</li> <li>Adult Immunizations*</li> <li>Routine Gynecological Services/Well Woman Exams*</li> <li>Mammograms, Screening and Diagnostic Imaging for the Detection of Breast Cancer</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	<p>*When preventive services are not provided in accordance with the comprehensive guidelines supported by USPSTF and HRSA</p>

<ul style="list-style-type: none"> <li>• Sterilization Procedures for Women*</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
<ul style="list-style-type: none"> <li>• Vasectomy</li> </ul>	See Surgical Services Section	See Surgical Services Section	See Surgical Services Section	See Surgical Services Section	See Surgical Services Section	See Surgical Services Section	
<ul style="list-style-type: none"> <li>• Bone Density Testing*</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
<ul style="list-style-type: none"> <li>• Screening for Prostate Cancer</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>• Performed in PCP Office</li> </ul> </li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>• Performed in Specialist Office</li> </ul> </li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
<ul style="list-style-type: none"> <li>• All other preventive services required by USPSTF and HRSA</li> </ul>							

<b>EMERGENCY CARE</b>							
Pre Hospital Emergency Medical Services  (Ambulance Services)	Covered	Covered	Covered	Covered	Covered	Covered	
Non Emergency Ambulance Services	Covered	Covered	Covered	Covered	Covered	Covered	<b>Preauthorization required</b>
Emergency Department  Copayment / Coinsurance waived if Hospital admission	Covered	Covered	Covered	Covered	Covered	Covered	

Urgent Care Center	Covered	Covered	Covered	Covered	Covered	Covered	Preauthorization required for out-of-network Urgent Care
<b>PROFESSIONAL SERVICES and OUTPATIENT CARE</b>							
Advanced Imaging Services <ul style="list-style-type: none"> <li>Performed in a Freestanding Radiology Facility or Office Setting</li> <li>Performed in a Specialist Office</li> <li>Performed as Outpatient Hospital Services</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	Preauthorization required: Magnetic Resonance Imaging, Magnetic Resonance Imaging of the Blood Vessels; Magnetic Resonance Spectroscopy of the brain; Magnetic Resonance Morphology of the heart; Computer Tomography (CT Scans); CT Scan Angiography mapping of the Blood Vessels; CT Colonography (Virtual Colonoscopy); Nuclear Radiology; PET Scan

Allergy Testing and Treatment <ul style="list-style-type: none"> <li>Performed in a PCP Office</li> <li>Performed in a Specialist Office</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
	Covered	Covered	Covered	Covered	Covered	Covered	
Ambulatory Surgical Center Facility Fee	Covered	Covered	Covered	Covered	Covered	Covered	Preauthorization required: Cosmetic Procedures; Experimental/Investigational procedures; Surgery for acne or skin defects; Spinal surgery, jaw surgery associated with TMJ disease; Repair and reconstruction of the skull and face bones; Joint replacement surgery (example: total knee or hip replacements); Foot/Toe surgery; Respiratory Track Surgery; Surgery for certain procedures of the heart; Varicose veins (leg) surgery;



Specialist Office <ul style="list-style-type: none"> <li>Performed as Outpatient Hospital Services</li> <li>Performed as Inpatient Hospital Services *</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
Chemotherapy <ul style="list-style-type: none"> <li>Performed in a PCP Office</li> <li>Performed in a Specialist Office</li> <li>Performed as Outpatient Hospital Services</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	Preauthorization required
Chiropractic Services	Covered	Covered	Covered	Covered	Covered	Covered	

Clinical Trials	Covered	Covered	Covered	Covered	Covered	Covered	<b>Preauthorization required</b>  Use Cost-Sharing for appropriate service
Diagnostic Testing <ul style="list-style-type: none"> <li>Performed in a PCP Office</li> <li>Performed in a Specialist Office</li> <li>Performed as Outpatient Hospital Services</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	<b>Preauthorization required</b>

Dialysis <ul style="list-style-type: none"> <li>Performed in a PCP Office</li> <li>Performed in a Freestanding Center or Specialist Office Setting</li> <li>Performed as Outpatient Hospital Services</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
	Covered	Covered	Covered	Covered	Covered	Covered	
	Covered	Covered	Covered	Covered	Covered	Covered	
Habilitation Services (Physical Therapy, Occupational Therapy or Speech Therapy)	Covered	Covered	Covered	Covered	Covered	Covered	Essential Plans 1, 1 PLUS, 2, 2 PLUS: 60 visits per condition, per plan year combined therapies/ Essential Plans 3 and 4, 20 visits per therapy per plan year.

Home Health Care	Covered	Covered	Covered	Covered	Covered	Covered	40 visits Per Plan Year  <b>Preauthorization required</b>
Infertility Services	Covered	Covered	Covered	Covered	Covered	Covered	Use Cost-Sharing for appropriate service (Office Visit; Diagnostic Radiology Services; Surgery; Laboratory & Diagnostic Procedures  <b>Preauthorization required</b>

<p>Infusion Therapy</p> <ul style="list-style-type: none"> <li>Performed in a PCP Office</li> <li>Performed in Specialist Office</li> <li>Performed as Outpatient Hospital Services</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	Home infusion counts toward home health care visit limits
	Covered	Covered	Covered	Covered	Covered	Covered	<b>Preauthorization required</b>
	Covered	Covered	Covered	Covered	Covered	Covered	
Inpatient Medical Visits	Covered per admission	Covered per admission	Covered per admission	Covered per admission	Covered per admission	Covered per admission	
<p>Interruption of Pregnancy</p> <ul style="list-style-type: none"> <li>Medically Necessary Abortions</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	One (1) procedure per Plan Year

<ul style="list-style-type: none"><li>• Elective Abortions</li></ul>	Covered	Covered	Covered	Covered	Covered	Covered	
Laboratory Procedures							<b>Preauthorization required: Genetic Testing</b>
<ul style="list-style-type: none"><li>• Performed in a PCP Office</li></ul>	Covered	Covered	Covered	Covered	Covered	Covered	
<ul style="list-style-type: none"><li>• Performed in a Specialist Office</li></ul>	Covered	Covered	Covered	Covered	Covered	Covered	
<ul style="list-style-type: none"><li>• Performed in a Freestanding Laboratory Facility or Specialist Office</li></ul>	Covered	Covered	Covered	Covered	Covered	Covered	
<ul style="list-style-type: none"><li>• Performed as Outpatient Hospital Services</li></ul>	Covered	Covered	Covered	Covered	Covered	Covered	

<p>Maternity and Newborn Care</p> <ul style="list-style-type: none"> <li>Prenatal Care</li> <li>Inpatient Hospital Services and Birthing Center</li> <li>Physician and Midwife Services for Delivery</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	* Included in Physician and Midwife Services for Delivery Cost-Sharing
Outpatient Hospital Surgery Facility Charge	Covered	Covered	Covered	Covered	Covered	Covered	Preauthorization required
Preadmission Testing	Covered	Covered	Covered	Covered	Covered	Covered	
<p>Prescription Drugs Administered in Office or Outpatient Facilities</p> <ul style="list-style-type: none"> <li>Performed in a PCP Office</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	Preauthorization required

<ul style="list-style-type: none"> <li>Performed in Specialist Office</li> <li>Performed in Outpatient Facilities</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
Diagnostic Radiology Services							<b>Preauthorization required:</b>  <b>Magnetic Resonance Imaging, Magnetic Resonance Imaging of the Blood Vessels; Magnetic Resonance Spectroscopy of the brain; Magnetic Resonance Morphology of the heart; Computer Tomography (CT Scans); CT Scan Angiography mapping of the Blood Vessels; CT Colonography (Virtual Colonoscopy); Nuclear Radiology; PET Scan</b>
<ul style="list-style-type: none"> <li>Performed in a PCP Office</li> <li>Performed in a Specialist Office</li> <li>Performed in a Freestanding Radiology Facility</li> <li>Performed as Outpatient Hospital Services</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	
Therapeutic Radiology Services							<b>Preauthorization required:</b>

<ul style="list-style-type: none"> <li>Performed in a Specialist Office</li> <li>Performed in a Freestanding Radiology Facility</li> <li>Performed as Outpatient Hospital Services</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	Radiation Therapy
Rehabilitation Services (Physical Therapy, Occupational Therapy or Speech Therapy)	Covered	Covered	Covered	Covered	Covered	Covered	Essential Plans 1, 1 PLUS, 2, 2 PLUS: 60 visits per condition, per Plan Year combined therapies/Essential Plans 3 and 4: 20 visits per therapy per Plan Year
Second Opinions on the Diagnosis of Cancer, Surgery and Other	Covered	Covered	Covered	Covered	Covered	Covered	

<p>Surgical Services</p> <ul style="list-style-type: none"> <li>• Inpatient Hospital Surgery</li> <li>• Outpatient Hospital Surgery</li> <li>• Surgery Performed at an Ambulatory Surgical Center</li> <li>• Office Surgery *</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	<p>Including Oral Surgery; Reconstructive Breast Surgery; Other Reconstructive and Corrective Surgery; and Transplants</p> <p><b>Preauthorization required: All transplants</b></p> <p><b>All transplants must be performed at designated Facilities</b></p> <p>*Covered with applicable cost sharing (when performed at PCP or specialist office)</p>

ADDITIONAL SERVICES, EQUIPMENT and DEVICES							
ABA Treatment for Autism Spectrum Disorder	Covered	Covered	Covered	Covered	Covered	Covered	
Assistive Communication Devices for Autism Spectrum Disorder	Covered	Covered	Covered	Covered	Covered	Covered	
Diabetic Equipment, Supplies and Self Management Education <ul style="list-style-type: none"> <li>Diabetic Equipment, Supplies and Insulin</li> </ul>	Covered	Covered	Covered	Covered	Covered	Covered	

(30 day; Up to a 90 supply)  • Diabetic Education	Covered	Covered	Covered	Covered	Covered	Covered	
Durable Medical Equipment and Braces	Covered*	Covered*	Covered	Covered	Covered	Covered	<b>Preauthorization required:</b> <b>High frequency chest wall oscillation system;</b> <b>Wheelchairs (light weight, motorized);</b> <b>Wheelchair accessories;</b> <b>Wheelchair cushions; Hospital beds,</b> <b>Hospital bed mattresses;</b> <b>Home ventilator; Bone stimulators; Insulin pumps;</b> <b>Cervical traction kits;</b> <b>Speech generating device</b>  *Covered with applicable cost sharing
External Hearing Aids	Covered*	Covered*	Covered	Covered	Covered	Covered	Single purchase one every three (3) years

							*Covered with applicable 5% cost sharing
Cochlear Implants	Covered*	Covered*	Covered	Covered	Covered	Covered	One (1) per ear per time Covered  *Covered with applicable cost sharing  <b>Preauthorization required</b>
Hospice Care  • Inpatient  • Outpatient	Covered  Covered	Covered  Covered	Covered  Covered	Covered  Covered	Covered  Covered	Covered  Covered	210 days per Plan Year  Five (5) visits for family bereavement counseling

Medical Supplies	Covered*	Covered*	Covered	Covered	Covered	Covered	* Covered with applicable cost sharing
Prosthetic Devices <ul style="list-style-type: none"><li>External</li><li>Internal</li></ul>	Covered*	Covered*	Covered	Covered	Covered	Covered	<p>* Covered with applicable cost sharing</p> <p>External: One (1) prosthetic device, per limb, per lifetime with coverage for repairs and replacements **</p> <p>Included as part of Inpatient Hospital Cost-sharing</p> <p><b>Preauthorization required: All prosthetic devices</b></p>
INPATIENT SERVICES and FACILITIES							

Inpatient Hospital for a Continuous Confinement	Covered	Covered	Covered	Covered	Covered	Covered	<p>Including an Inpatient Stay for Mastectomy Care, Cardiac and Pulmonary Rehabilitation, and End of Life Care</p> <p><b>Preauthorization required</b></p>
Observation Stay	Covered	Covered	Covered	Covered	Covered	Covered	<p>Copay waived if direct transfer from outpatient surgery setting to observation</p>
Skilled Nursing Facility	Covered	Covered	Covered	Covered	Covered	Covered	<p>Including Cardiac and Pulmonary Rehabilitation</p> <p>200 days per Plan Year</p> <p>Copay waived for each admission if directly transferred from hospital inpatient setting to skilled nursing facility</p> <p><b>Preauthorization required</b></p>

Inpatient Habilitation Services (Physical, Speech and Occupational Therapy)	Covered	Covered	Covered	Covered	Covered	Covered	60 days per Plan Year combined therapies  <b>Preauthorization required</b>
Inpatient Rehabilitation Services (Physical, Speech and Occupational Therapy)	Covered	Covered	Covered	Covered	Covered	Covered	60 per Plan Year combined  <b>Preauthorization required</b>
<b>MENTAL HEALTH and SUBSTANCE USE DISORDER SERVICES</b>							
Inpatient Mental Health Care including Residential Treatment (for a continuous confinement when in a Hospital)	Covered	Covered	Covered	Covered	Covered	Covered	<b>Preauthorization required</b>

Outpatient Mental Health Care (including Partial Hospitalization and Intensive Outpatient Program Services)	Covered	Covered	Covered	Covered	Covered	Covered	<b>Preauthorization required</b>
Inpatient Substance Use Services including Residential Treatment  (for a continuous confinement when in a Hospital)	Covered	Covered	Covered	Covered	Covered	Covered	<b>Preauthorization required</b>
Outpatient Substance Use Services  (including Partial Hospitalization, Intensive Outpatient Program Services, and Medication Assisted Treatment)	Covered	Covered	Covered	Covered	Covered	Covered	Up to 20 visits per Plan Year may be used for family counseling  <b>Preauthorization required</b>
<b>PRESCRIPTION DRUGS</b>	Covered	Covered	Covered	Covered	Covered	Covered	30 day supply retail, 90-day supply mail order and enteral formulas available.  For an Emergency Condition, Preauthorization is not required for a five (5) day emergency supply of a covered

							<p>Prescription Drug used to treat a substance use disorder, including a Prescription Drug to manage opioid withdrawal and/or stabilization and for opioid overdose reversal.</p> <p>Contact the health plan for the most current formulary list for specific coverage.</p>
<b>NON PRESCRIPTION DRUGS</b>	Not Covered	Not Covered	Not Covered	Not Covered	Covered	Covered	Covered for Essential Plans 3 and 4 only
<b>WELLNESS BENEFITS</b>							
Exercise Reimbursement	Covered	Covered	Covered	Covered	Covered	Covered	Up to \$200 per six (6)-month period
<b>DENTAL and VISION CARE</b>	Not Covered	Covered	Not Covered	Covered	Covered	Covered	
<b>Dental Care</b> <ul style="list-style-type: none"> <li>Preventive Dental Care</li> <li>Routine Dental Care</li> </ul>	Not Covered	Covered  Covered	Not Covered	Covered  Covered	Covered  Covered	Covered  Covered	<p><b>Dental Care applicable to Essential Plans 1&amp; 2 PLUS, 3 and 4 only</b></p> <p><b>Orthodontics and major dental require Preauthorization</b></p>

<ul style="list-style-type: none"> <li>Major Dental (Oral Surgery, Endodontics, Periodontics and Prosthodontics)</li> </ul>		Covered		Covered	Covered	Covered	<p>One (1) dental exam and cleaning per six (6)-month period.</p> <p>Full mouth x-rays or panoramic x-rays at 36-month intervals and bitewing x-rays at six (6) to 12-month intervals</p>
<p><b>Vision Care</b></p> <ul style="list-style-type: none"> <li>Exams</li> <li>Lenses and Frames</li> <li>Contact Lenses</li> </ul>	<p>Not Covered</p>	<p>Covered</p> <p>Covered</p> <p>Covered</p>	<p>Not Covered</p>	<p>Covered</p> <p>Covered</p> <p>Covered</p>	<p>Covered</p> <p>Covered</p> <p>Covered</p>	<p>Covered</p> <p>Covered</p> <p>Covered</p>	<p>One (1) exam per Plan Year</p> <p>One (1) prescribed lenses and frames per Plan Year</p>

## Obtaining Access to Certain Covered Services

### Self-Referral

There are some services that a Member can choose where to get the care. Members may self-refer for specialist services without a referral from their PCP for the following services:

- One mental health and one substance use visit with a Participating Provider per year for evaluation
- Vision services with a Participating Provider
- Diagnosis and Treatment of TB by public health facilities
- Family planning or reproductive health services from a Participating Provider HIV Testing and Counseling
- OB/GYN Services including prenatal care, two routine office visits per year and any follow up care for an acute gynecological condition

### Prescription drugs

Prescription drugs are covered by Molina, via our pharmacy vendor. A list of in-network pharmacies is available on the MolinaHealthcare.com website, or by contacting Molina at (877) 872-4716.

Molina Healthcare	
Customer Service:	(800) 223-7242
Prior Auth Fax:	(844) 823-5479

Members must use their Molina ID card to get prescriptions filled. Additional information regarding the pharmacy benefits, and its limitations, is available by contacting Molina at (877) 872-4716 or at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com).

### Injectable and Infusion Services

Many self-administered and office-administered injectable products require Prior Authorization (PA). In some cases they will be made available through a vendor, designated by Molina. More information about our Prior Authorization process, including a link to the PA request form, is available in the Healthcare Services section of this Provider Manual.

Family planning services related to the injection or insertion of a contraceptive drug or device are covered at no cost.

Note: All physician administered drugs (including drugs administered by nurse practitioners, licensed midwives and drugs administered in an ordered ambulatory setting) require the 11-digit NDC, the NDC dispensing quantity, and the NDC unit of measure, in addition to the CPT/HCPCS code and units to be billed or the claim will deny.

## **Access to Dental Benefits -**

Molina Dental Benefits are administered through Healthplex:

Customer Service: 1-800-468-9868

Provider Hotline: 1-888-468-2183

Provider Relations Fax #: 1-516-228-9571

UM Clinical Review: 1-516-542-5182

Web Support #: 1-888-468-5171

## **Access to Behavioral Health Services**

### **Mental Health and Substance Use**

Molina Healthcare will manage all components of behavioral health benefits. Molina is responsible for the following functions related to Behavioral Health and Substance Use Disorder services for Molina Members:

Molina Members will see Providers in Molina's network for most behavioral health, mental health and substance use disorder services. Behavioral Health Providers in Molina's network who are providing services to Molina Members should contact Molina or refer to the Provider Manual for details including billing guidance, prior authorization requirements, eligibility, and claims inquiries.

**Provider Relations:** 1-877-872-4716

**Member Services:** 1-800-223-7242 (TTY: 711)

**Prior Authorizations:** 1-800-223-7242

**Clinical Appeals Coordinator:** 1-800-223-7242

Hours of operation: Monday through Friday, 8:00 am-6:00 pm EST. Emergency coverage available 24/7.

### **Behavioral Health Claims Submissions:**

Payer ID: 16146

Claims Mailing Address:

Molina Healthcare of New York, Inc.

P.O. Box 22615  
Long Beach, CA 90801

### **Joining the Molina Network:**

Behavioral Health Providers interested in joining Molina's network should contact the Network Operations Department as follows:

**E-mail:** [MHNYProviderServices@MolinaHealthcare.com](mailto:MHNYProviderServices@MolinaHealthcare.com)

**Provider Network and Contracting:** 1-877-872-4716

### **Transfer of Mental Health and Substance Use Information**

It is the policy of Molina to promote continuity of care and ensure adequate communication of all services received by a Member to the Plan PCP. Mental Health and Substance Use Specialists will obtain signed patient release of information forms at initial visits to ensure consistent communication between Mental Health and Substance Use Specialists and the Plan PCP.

### **Emergency Mental Health or Substance Abuse Services**

Members are directed to call "911" or go to the nearest emergency room if they need Emergency mental health or substance abuse services. Examples of Emergency mental health or substance abuse problems are:

- Danger to self or others
- Not being able to carry out daily activities
- Things that will likely cause death or serious bodily harm

### **Out of Area Emergencies**

Members having a behavioral health Emergency who cannot get to a Molina approved Providers are directed to do the following:

- Go to the nearest hospital or facility
- Call the number on ID card
- Call Member's PCP and follow-up within (24) to (48) hours

For out-of-area Emergency care, plans will be made to transfer Members to an in-network facility when Member is stable.

### **Emergency Transportation**

When a Member's condition is life-threatening and requires use of special equipment, life support systems, and close monitoring by trained attendants while en route to the nearest appropriate facility, emergency transportation is thus required. Emergency transportation includes, but is not limited to, ambulance, air or boat transports.

Note: Emergency transportation is covered by Molina Healthcare for Essential Plan Members.

### **Non-Emergency Medical Transportation**

Non-Emergency transportation is not covered.

### **Preventive Care**

#### **Clinical Practice Guidelines**

Molina Participating Providers must comply with all applicable laws and licensing requirements. In addition, Participating Providers must furnish covered evidence-based services in a manner consistent with standards, including nationally recognized clinical protocols and guidelines, related to medical and surgical practices that are generally accepted in the medical and professional community at the time of treatment.

Participating Providers must also comply with Molina's adopted clinical practice guidelines, which include the following:

- *Adults ages 19 and older* – U.S. Preventive Services Task Force Clinical Practice Guidelines
  - <http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations-by-date/>
- *Diabetes* – American Diabetes Association
  - [http://professional.diabetes.org/admin/UserFiles/0%20-%20Sean/Documents/January%20Supplement%20Combined\\_Final.pdf](http://professional.diabetes.org/admin/UserFiles/0%20-%20Sean/Documents/January%20Supplement%20Combined_Final.pdf)
- *Asthma* – NYS Asthma Practice Guidelines
  - [http://www.health.ny.gov/diseases/asthma/pdf/2009\\_asthma\\_guidelines.pdf](http://www.health.ny.gov/diseases/asthma/pdf/2009_asthma_guidelines.pdf)
- *Depression* – Institute for Clinical Systems Improvement, Inc. (ICSI) Health Care Guideline “Adult Depression in Primary Care Sixteenth Edition, September 2013”
  - <https://www.icsi.org/asset/fnhdm3/Depr.pdf>
- *HIV/AIDS* – New York State Department of Health AIDS Institute practice guidelines. In addition to the clinical practice guidelines, the health plan has adopted NYS guideline on HIV testing, HIV and pregnancy and a resource to order publications.
  - <http://www.hivguidelines.org/>
  - <http://www.health.ny.gov/diseases/aids/providers/testing/index.htm#publichealthlaw>
  - <http://www.hivguidelines.org/clinical-guidelines/perinatal-transmission/>
  - <http://www.hivguidelines.org/ordering-publications/>

## **Immunizations -**

Adult Members may receive immunizations as recommended by the Centers for Disease Control and Prevention (CDC) and prescribed by the Member's PCP.

## **Prenatal Care**

In February 2010, the DOH revised the NYS Medicaid Prenatal Standards. The standards incorporate evidence-based procedures and practices appropriate to the needs of pregnant women who qualify for Medicaid coverage, regardless of Provider or delivery system. They integrated updated standards and guidance from the American College of Obstetrics (ACOG) and the American Academy of Pediatrics (AAP), and reflect expert consensus regarding appropriate care for low income, high-risk women.

Molina has adopted the NYSDOH Prenatal Care standards. The standards provide a comprehensive model of care that integrates the psychosocial and medical needs, and reflects the special needs of the Medicaid population. The standards of care include:

- Prenatal Care Provider requirements
- Access to care standards
- Prenatal risk assessment, screening and referral for care
- Psychosocial risk assessment, screening, counseling, and referral for care
- Nutritional screening, counseling, and referral for care
- Health education
- Development of a care plan and care coordination
- Prenatal care services
- Postpartum services

The NYS DOH Prenatal Care Standards can be found on the NYS DOH web site at [http://www.health.ny.gov/health\\_care/medicaid/standards/prenatal\\_care/](http://www.health.ny.gov/health_care/medicaid/standards/prenatal_care/)

## **Referrals for High Risk Pregnancies**

Prenatal risk assessment should be an ongoing process. Assessment should be performed and documented at initial visit and reviewed at each subsequent visit. Appropriate consultation should be obtained based on the risk factors listed below. Continued patient care should be in collaboration with the consulting Provider, or in some instances, by transfer of care to an OB/GYN or Perinatologist.

<b>Medical Complications</b>	
Severe Anemias associated with chronic disease	Thrombocytopenias

Sickle Cell Anemia	Hemoglobin C Disease
Thalassemia	Hemophilia
Von Willebrand's Disease	Cardiovascular Disease
History of Valvular Replacement	Pulmonary Hypertension
History of Cardiomyopathy	Peripartum Cardiomyopathy
Endocarditis	Pulmonary Edema
History of Pulmonary Embolism	Renal Failure (acute or chronic)
Glomerulonephritis	Polycystic Disease
Previous Nephrectomy	Insulin Dependent Diabetes
Collagen Vascular Disease	Hyperthyroidism
Pre-eclampsia	Eclampsia
Pregnancy Induced or Chronic Hypertension	Seizure Disorder
Active Syphilis	AIDS
<b>Pregnancy Related Issues</b>	
Previous Infant Fetus with Congenital Abnormality	Recurrent abortion
Isoimmunization	Previous Neural Tube Defect
Stillbirths	Abnormal Alpha Fetal Protein
Multiple Gestation with Growth Discrepancy	Placenta Previa
Amniocentesis	Fetal Abnormality Noted on Ultrasound

Maternal Age Over 35 for Genetic Counseling	Breech (36 weeks) for Possible Version
Polyhydramnios/Oligohydramnios	Intrauterine Growth Retardation
Any Acute or Chronic Material Illness Which Will Increase The Risk to the Mother or Infant	Positive Material Blood Antibody Screen or Evidence of Isoimmunization/Fetal Hydrops

## Emergency Services

Emergency Services means: health care procedures, treatments or services needed to evaluate or stabilize an Emergency Medical Condition including psychiatric stabilization and medical detoxification from drugs or alcohol.

Emergency Medical Condition or Emergency Condition means: A medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- a. Placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- b. Serious impairment to such person's bodily functions;
- c. Serious dysfunction of any bodily organ or part of such person; or
- d. Serious disfigurement of such person.

Emergent and urgent care services are covered by Molina without an authorization. This includes non-contracted Providers inside or outside of Molina's service area.

## Emergency Prescription Supply

For prescribers, a 72-hour emergency supply of a prescribed drug will be provided when a medication is needed without delay and prior authorization is not available. This applies to all drugs requiring a prior authorization, either because they are non-preferred drugs on the Preferred Drug List or because they are subject to clinical edits.

A seven-day emergency supply of supply of a prescribed drug or medication associated with the management of opioid withdrawal and/or stabilization is also available.

## **Nurse Advice Line**

Members may call the Nurse Advice Line anytime they are experiencing symptoms or need health care information. Registered nurses are available (24) hours a day, seven (7) days a week, to assess symptoms and help make good health care decisions.

<b>Nurse Advice Line (24 Hours)</b>	
English Phone:	(800) 223-7242
TTY/TDD:	711

Molina is committed to helping our Members:

- Prudently use the services of your office
- Understand how to handle routine health problems at home
- Avoid making non-emergent visits to the emergency room (ER)

These registered nurses do not diagnose. They assess symptoms and guide the patient to the most appropriate level of care following specially designed algorithms unique to the Nurse Advice Line. The Nurse Advice Line may refer back to the PCP, a specialist, 911 or the ER. By educating patients, it reduces costs and over utilization on the health care system.

## **Case Management**

Molina recognizes that its Members have unique needs that may interfere with their compliance with services recommended by their Primary Care Providers.

The Molina Case Management Program is available to assist Providers with Case Management services when these individuals are identified. For more information on Case Management see the Healthcare Services section of this manual.

## **Health Management Programs**

Molina Healthcare of New York Health Management programs provide patient education information to Members and facilitate Provider access to these chronic disease programs and services. Health Management staff; Registered Nurse, Registered Dietitian, Licensed Vocational Nurse, Social Worker, and or Health Educator are available telephonically to share information about Molina Programs. They will assist Members with preventative education and management of their conditions. He/she will collaborate with the Member and Provider relating to specific needs identified for best practices. Molina requests that you as a Provider also help us identify Members who may benefit from these programs. Members can request to be enrolled or dis-enrolled in these programs. These include programs, such as:

- Asthma

- Diabetes

For more info about our programs, please call:

Provider Services Department at (877) 872-4716  
TTY at 711

### **Program Eligibility Criteria and Referral Source**

Health Management Programs are designed for Molina Members with a confirmed diagnosis. Members participate in programs for the duration of their eligibility with the plan's coverage or until the Member opts out. Each identified Member will receive specific educational materials and other resources in accordance with their assigned stratification level. Additionally, all identified Members will receive regular educational newsletters. The program model provides an "opt-out" option for Members who contact Molina Member Services and request to be removed from the program.

Multiple sources are used to identify the total eligible population. These may include the following:

- Pharmacy Claims data for all classifications of medications;
- Encounter Data or paid Claim with a relevant CMS accepted diagnosis or procedure code;
- Member Services welcome calls made by staff to new Member households and incoming Member calls have the potential to identify eligible program participants. Eligible Members are referred to the program registry;
- Member Assessment calls made by staff for the initial Health Risk Assessments (HRA) for newly enrolled Members;
- Provider referral;
- Nurse Advice referral;
- Medical Case Management or Utilization Management; and
- Member self-referral due to general plan promotion of program through Member newsletter, the Nurse Advice Line or other Member communication

### **Provider Participation**

Contracted Providers are automatically notified whenever their patients are enrolled in a health management program. Provider resources and services may include:

- Annual Provider feedback letters containing a list of patients identified with the relevant disease;
- Clinical resources such as patient assessment forms and diagnostic tools;
- Patient education resources;
- Provider Newsletters promoting the health management programs, including how to enroll patients and outcomes of the programs;
- Clinical Practice Guidelines; and
- Preventive Health Guidelines;

Additional information on health management programs is available from your local Molina HCS Department **toll free at (877) 872-4716**.

## **Section 7. Healthcare Services -**

### **Introduction**

Molina provides care management services to Members using processes designed to address a broad spectrum of needs, including chronic conditions that require the coordination and provision of health care services. Molina utilizes an integrated care management model based upon empirically validated best practices that have demonstrated positive results. Research and experience show that a higher-touch, Member-centric care environment for at-risk Members supports better health outcomes. Elements of the Molina medical management program include Pre-service review and Organization Determination/ Authorization management that includes pre-admission, admission and inpatient review, Medical Necessity review, and restrictions on the use of non-network Providers. You can contact the Molina UM Department toll free at (877) 872-4716. The UM Department fax number is (866) 879-4742.

### **Utilization Management**

Molina's Utilization Management (UM) program ensures appropriate and effective utilization of services. The UM team works closely with the Care Management (CM) team to ensure Members receive the support they need when moving from one care setting to another or when complexity of care and services is identified. To reflect the vital role this process plays in Molina's innovative HCS program, the UM program ensures the service delivered is medically necessary and demonstrates an appropriate use of resources based on the levels of care needed for a Member. This program promotes the provision of quality, cost-effective and medically appropriate services that are offered across a continuum of care, integrating a range of services appropriate to meet individual needs. It maintains flexibility to adapt to changes as necessary and is designed to influence Member's care by:

- Identify medical necessity and appropriateness while managing benefits effectively and efficiently to ensure efficiency of the health care services across the continuum of care
  - Defining the review criteria, information sources, and processes that are used to review and approve the provision of items and services, including prescription drugs;
  - Coordinating, directing, and monitoring the quality and cost effectiveness of health care resource utilization;
  - Implementing comprehensive processes to monitor and control the utilization of health care resources;
  - Ensuring that services are available in a timely manner, in appropriate settings, and are planned, individualized, and measured for effectiveness;
  - Reviewing processes to ensure care is safe and accessible;
  - Ensuring that qualified health care professionals perform all components of the UM/CM processes;
  - Ensuring that UM decision tools are appropriately applied in determining medical necessity decision.

The table below outlines the key functions of the UM program. All prior authorizations are based on a specific standardized list of services.

<b>Eligibility and Oversight</b>	<b>Resource Management</b>	<b>Quality Management</b>
Eligibility verification	Prior Authorization and Referral Management	Satisfaction evaluation of the UM program using Member and practitioner input
Benefit administration and interpretation	Pre-admission, Admission and Inpatient Review	Utilization data analysis
Ensuring authorized care correlates to Member's medical necessity need(s) & benefit plan	Retrospective Review	Monitor for possible over- or under-utilization of clinical resources
Verifying current Physician/hospital contract status	Referrals for Discharge Planning and Care Transitions	Quality oversight
Delegation oversight	Staff education on consistent application of UM functions	Monitor for adherence to CMS, NCQA®, state and health plan UM standards

## **Medical Necessity Review**

Molina only reimburses for services that are Medically Necessary. To determine Medical Necessity, in conjunction with independent professional medical judgment, Molina will use nationally recognized guidelines, which include but are not limited to MCG (formerly known as Milliman Care Guidelines), McKesson InterQual®, other third party guidelines, CMS guidelines, state guidelines, guidelines from recognized professional societies, and advice from authoritative review articles and textbooks. Medical Necessity review may take place prospectively, as part of the inpatient admission notification/concurrent inpatient review, or retrospectively.

## **Clinical Information**

Molina requires copies of clinical information be submitted for documentation in all Medical Necessity determination processes. Clinical information includes but is not limited to; physician emergency department notes, inpatient history/physical exams, discharge summaries, physician progress notes, physician office notes, physician orders, nursing notes, results of laboratory or imaging studies, therapy evaluations and therapist notes. Molina does not accept clinical summaries, telephone summaries or inpatient case manager criteria reviews as meeting the clinical information requirements unless State or Federal regulations or the Molina Hospital or Provider Services Agreement require such documentation to be acceptable.

## **Prior Authorization -**

Molina requires prior authorization for specified services as long as the requirement complies with Federal or State regulations and the Molina Hospital or Provider Services Agreement. The list of services that require prior authorization is available in narrative form, along with a more detailed list by CPT and HCPCS codes.

Molina prior authorization documents are customarily updated quarterly, but may be updated more frequently as appropriate, and the current documents are posted on the Molina website at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com).

Requests for prior authorizations to the UM Department may be sent by telephone and fax based on the urgency of the requested service, or via the Provider Web Portal. Contact telephone numbers, fax numbers and addresses are noted in the introduction of this section. If using a different form, the prior authorization request must include the following information:

- Member demographic information (name, date of birth, Molina ID number, etc.)
- Clinical information sufficient to document the Medical Necessity of the requested service
- Provider demographic information (referring Provider and referred to Provider/facility)
- Requested service/procedure, including all appropriate CPT, HCPCS, and ICD-10 codes
- Location where service will be performed
- Member diagnosis (CMS-approved diagnostic and procedure code and descriptions)
- Pertinent medical history (include treatment, diagnostic tests, examination data)
- Requested Length of stay (for inpatient requests)
- Indicate if request is for expedited or standard processing

Services performed without authorization may not be eligible for payment. Services provided emergently (as defined by Federal and State Law) are excluded from the prior authorization requirements.

Providers who request Prior Authorization approval for patient services and/or procedures may request to review the criteria used to make the final decision. Molina has Medical Directors available to discuss Medical Necessity decisions with the requesting Provider at (800) 223-7242.

Upon receipt of necessary information for a Utilization Management (UM) decision to be made, the following timeframes and methods will be followed by Molina:

Pre-authorization: Molina must make decision and notify Member/Member's Representative and Provider, by phone and in writing, within three (3) business days of receipt of necessary information. For Essential Plan, Molina's decision must be made as fast as the Member requires or within three (3) business days of receipt of necessary information. If additional information is needed, Molina will request it within three (3) business days. Member/ Member's Representative and the Provider will have 45 calendar days to submit the required information. Upon receipt of the required information within the 45 day timeframe, Molina will make a determination and provide notice to the Member/Member's Representative and Provider, by telephone and in writing, within three (3) business days. If all information is not received within

45 days, Molina will make a determination within 15 calendar days of the end of the 45 day period.

**Urgent Pre-Authorization:** If Molina receives all information necessary to make a determination, Molina will make a determination and provide notice to the Member/Member's Representative and Provider, by telephone, within 72 hours of receipt of the request. Written notice will be provided within three (3) business days of receipt of the request. If Molina needs additional information, Molina will request it within 24 hours. The Member/Member's Representative and Provider will have 48 hours to submit the information. Molina will make a determination and provide notice to the Member/Member's Representative and Provider, by telephone and in writing, within 48 hours of the earlier of Molina's receipt of the information or the end of the 48 hour period. Written notification will be provided within the earlier of three (3) business days of Molina's receipt of the information or three (3) calendar days after the verbal notification.

**Court Ordered Treatment:** With respect to requests for mental health and/or substance use disorder services that have not yet been provided, if the Member/Member's representative certify, in a format prescribed by the Superintendent of Financial Services, that the Member/Member's Representative will be appearing, or have appeared, before a court of competent jurisdiction and may be subject to a court order requiring such services, Molina will make a determination and provide notice to the Member/Member's Representative and the Provider by telephone within 72 hours of receipt of the request. Written notification will be provided within three (3) business days of receipt of the request. Where feasible, the telephonic and written notification will also be provided to the court.

**Concurrent:** Molina must make decision and notify Member/Member's Representative and Provider by phone and writing within one (1) business day of receipt of necessary information. For Essential Plan, Molina must make a decision as fast as the Member's condition requires and within one (1) business day of receipt of necessary information. If Molina needs additional information, Molina will request it within one (1) business day. The Member/Member's Representative and Provider will then have 45 calendar days to submit the information. Molina will make a determination and provide notice to the Member/Member's Representative and Provider, by telephone and in writing, within one (1) business day of Molina's receipt of the information or, if Molina does not receive the information, within one (1) business day of the end of the 45-day period.

**Non-Urgent Concurrent Reviews:** Utilization Review decisions for services during the course of care (concurrent reviews) will be made, and notice provided to the Member/Member's Representative and the Provider, by telephone and in writing, within one (1) business day of receipt of all necessary information. If Molina needs additional information, Molina will request it within one (1) business day. The Member/Member's Representative and the Provider will then have 45 calendar days to submit the information. Molina will make a determination and provide notice to the Member/Member's Representative and the Provider, by telephone and in writing, within one (1) business day of receipt of the information or, if Molina does not receive the information, within one (1) business day of the end of the 45-day period.

**Urgent Concurrent:** For concurrent reviews that involve an extension of Urgent Care, if the request for coverage is made at least 24 hours prior to the expiration of a previously approved treatment, Molina will make a determination and provide notice to the Member/Member's Representative and the Provider by telephone within 24 hours of receipt of the request. Written notice will be provided within one (1) business day of receipt of the request. If the request for

coverage is not made at least 24 hours prior to the expiration of a previously approved treatment and Molina has received the necessary information to make a determination, Molina will make a determination and provide written notice to the Member/Member's Representative and the Provider within the earlier of 72 hours or one (1) business day of receipt of the request. If Molina needs additional information, Molina will request it within 24 hours. The Member/Member's Representative and the Provider will have 48 hours to submit the information. Molina will make a determination and provide written notice to the Member/Member's Representative and the Provider within the earlier of one (1) business day or 48 hours of receipt of the information or, if Molina does not receive the information, within 48 hours of the end of the 48-hour period.

Home Health Care Reviews: After receiving a request for coverage of home care services following an inpatient Hospital admission, Molina will make a determination and provide notice to the Member/Member's Representative and the Provider, by telephone and in writing, within one (1) business day of receipt of the necessary information. If the day following the request falls on a weekend or holiday, Molina will make a determination and provide notice to the Member/Member's Representative and the Provider within 72 hours of receipt of the necessary information. When Molina receives a request for home care services and all necessary information prior to the member's discharge from an inpatient hospital admission, Molina will not deny coverage for home care services while the decision on the request is pending.

Inpatient Substance Use Disorder Treatment Reviews: If a request for inpatient substance use disorder treatment is submitted to Molina at least 24 hours prior to discharge from an inpatient substance use disorder treatment admission, Molina will make a determination within 24 hours of receipt of the request and will provide coverage for the inpatient substance use disorder treatment while our determination is pending.

Inpatient Substance Use Disorder Treatment at Participating OASAS-Certified Facilities: Coverage for inpatient substance use disorder treatment at a participating OASAS-certified Facility is not subject to preauthorization. Coverage will not be subject to concurrent review for the first 14 days of the inpatient admission if the OASAS-certified Facility notifies Molina of both the admission and the initial treatment plan within 48 hours of the admission. After the first 14 days of the inpatient admission, Molina may review the entire stay to determine whether it is Medically Necessary and will use the clinical review tool designated by OASAS. If any portion of the stay is denied as not medically necessary, the member is only responsible for the in-network cost-sharing that would otherwise apply to the member's inpatient admission.

Urgent: An urgent review may be requested when a delay would seriously jeopardize the Member's life, health, or ability to maintain or regain maximum functions. Molina can deny an urgent request and process within standard timeframes. If not all necessary information is received, Molina will request it within three (3) business days. The Member/Member's Representative and Provider will have 45 calendar days to submit the required information. Upon receipt of the required information within the 45 day timeframe, Molina will make a determination and provide notice to the Member/Member's Representative and Provider, by telephone and in writing, within three (3) business days. If all information is not received within 45 days, Molina will make a determination within 15 calendar days of the end of the 45 day period.

Retrospective: Molina must make decisions within thirty (30) days of receipt of necessary information. A notice will be mailed to Member on the date of a payment denial, in whole or in part. If Molina needs additional information, Molina will request it within 30 calendar days. The Member/Member's Representative or Provider will have 45 calendar days to provide the information. Molina will make a determination and provide notice to the Member/Member's Representative and Provider in writing within 15 calendar days of the earlier of Molina's receipt of the information or the end of the 45-day period.

Molina may reverse a pre-authorized treatment, service or procedure on retrospective review pursuant to section 4905(5) of the Public Health Law when:

- Relevant medical information presented to Molina upon retrospective review is materially different from the information that was presented during the pre-authorization review; and the information existed at the time of the pre-authorization review but was withheld or not made available; and
- Molina was not aware of the existence of the information at the time of the pre-authorization review; and had Molina been aware of the information, the treatment, service or procedure being requested would not have been authorized.

Step Therapy Override Determination: The Member/Member's Representative or Provider may request a step therapy protocol override determination for Coverage of a Prescription Drug selected by the Provider. When conducting Utilization Review for a step therapy protocol override determination, Molina will use recognized evidence-based and peer reviewed clinical review criteria that is appropriate for the member and the member's medical condition.

- Supporting Rationale and Documentation. A step therapy protocol override determination request should include supporting rationale and documentation from Provider, demonstrating that:
  - The required Prescription Drug is contraindicated or will likely cause an adverse reaction or physical or mental harm to the member;
  - The required Prescription Drug is expected to be ineffective based on The member's known clinical history, condition, and Prescription Drug regimen;
  - The member has tried the required Prescription Drug while covered by Molina or under a previous health insurance coverage, or another Prescription Drug in the same pharmacologic class or with the same mechanism of action, and that Prescription Drug was discontinued due to lack of efficacy or effectiveness, diminished effect, or an adverse event;
  - The member is stable on a Prescription Drug selected by the Provider for a medical condition, provided this does not prevent Molina from requiring the member to try an AB-rated generic equivalent; or
  - The required Prescription Drug is not in the member's best interest because it will likely cause a significant barrier to the member's adherence to or compliance the member's plan of care, will likely worsen a comorbid condition, or will likely decrease. The member's ability to achieve or maintain reasonable functional ability in performing daily activities.

- **Standard Review.** We will make a step therapy protocol override determination and provide notification to the Member/Member's Representative and where appropriate, the Provider, within 72 hours of receipt of the supporting rationale and documentation.
- **Expedited Review.** If the member has a medical condition that places his/her health in serious jeopardy without the Prescription Drug prescribed by the Provider, Molina will make a step therapy protocol override determination within 24 hours of receipt of the supporting rationale and documentation.

If the required supporting rationale and documentation are not submitted with a step therapy protocol override determination request, Molina will request the information within 72 hours for Preauthorization and retrospective reviews, the lesser of 72 hours or one (1) business day for concurrent reviews, and 24 hours for expedited reviews. The Member/Member's Representative and Provider will have 45 calendar days to submit the information for Preauthorization, concurrent and retrospective reviews, and 48 hours for expedited reviews.

For Preauthorization reviews, Molina will make a determination and provide notification to the Member/Member's Representative and Provider within the earlier of 72 hours of Molina's receipt of the information or 15 calendar days of the end of the 45-day period if the information is not received.

For concurrent reviews, Molina will make a determination and provide notification to the Member/Member's Representative and Provider within the earlier of 72 hours or one (1) business day of Molina's receipt of the information or 15 calendar days of the end of the 45-day period if the information is not received.

For retrospective reviews, Molina will make a determination and provide notification to the Member/Member's Representative and Provider within the earlier of 72 hours of Molina's receipt of the information or 15 calendar days of the end of the 45-day period if the information is not received. For expedited reviews, we will make a determination and provide notification to the Member/Member's Representative and Provider within the earlier of 24 hours of Molina's receipt of the information or 48 hours of the end of the 48-hour period if the information is not received.

If Molina does not make a determination within 72 hours (or 24 hours for expedited reviews) of receipt of the supporting rationale and documentation, the step therapy protocol override request will be approved.

If Molina determines that the step therapy protocol should be overridden, Molina will authorize immediate coverage for the Prescription Drug prescribed by the Member's treating Provider. An adverse step therapy override determination is eligible for an Appeal.

**Reconsideration:** If Molina did not attempt to consult with the Provider who recommended the service before making an adverse determination, the Provider may request reconsideration by the same clinical peer reviewer who made the adverse determination or a designated clinical peer reviewer if the original peer reviewer is unavailable. For preauthorization and concurrent reviews, the reconsideration will take place within one (1) business day of the request for

reconsideration. If the adverse determination is upheld, a notice of adverse determination will be given to the member/member's representative and the provider, by telephone and in writing.

### **Requesting Prior Authorization**

**Provider Portal:** Participating Providers are required to use the Molina Provider Portal for prior authorization submissions whenever possible. Instructions for how to submit a prior authorization request are available on the Molina Provider Portal. The benefits of submitting your prior authorization request through the Provider Portal are:

- Create and submit Prior Authorization Requests.
- Check status of Authorization Requests.
- Receive notification of change in status of Authorization Requests.
- Attach medical documentation required for timely medical review and decision making.

**Fax:** The Prior Authorization form can be faxed to Molina at: (866) 879-4742. **If the request is not on the form provided by Molina, be sure to send to the attention of the Healthcare Services Department.** Please indicate on the fax if the request is urgent or non-urgent. **The Definition of urgent is when the situation where the standard time frame or decision making process (up to 3 days per Molina's process) could seriously jeopardize the life or health of the Member, or could jeopardize the Member's ability to regain maximum function.** Please include the supporting documentation needed for Molina to make a determination along with the request to facilitate your request being processed as expeditiously as possible.

### **Affirmative Statement about Incentives**

Molina requires that all medical decisions are coordinated and rendered by qualified physicians and licensed staff unhindered by fiscal or administrative concerns and ensures, through communications to Providers, Members, and staff, that Molina and its delegated contractors do not use incentive arrangements to reward the restriction of medical care to Members.

Furthermore, Molina affirms that all UM decision making is based only on appropriateness of care and service and existence of coverage for its Members, and not on the cost of the service to either Molina or the delegated group. Molina does not specifically reward Providers or other individuals for issuing denials of coverage or care. It is important to remember that:

- UM decision-making is based only on appropriateness of care and service and existence of coverage.
- Molina does not specifically reward Providers or other individuals for issuing denials of coverage or care.
- UM decision makers do not receive incentives to encourage decisions that result in underutilization.

### **Open Communication about Treatment**

Molina prohibits contracted Providers from limiting Provider or Member communication regarding a Member's health care. Providers may freely communicate with, and act as an advocate for their patients. Molina requires provisions within Provider contracts that prohibit

solicitation of Members for alternative coverage arrangements for the primary purpose of securing financial gain. No communication regarding treatment options may be represented or construed to expand or revise the scope of benefits under a health plan or insurance contract.

Molina and its contracted Providers may not enter into contracts that interfere with any ethical responsibility or legal right of Providers to discuss information with a Member about the Member's health care. This includes, but is not limited to, treatment options, alternative plans or other coverage arrangements.

## **Communication and Availability to Members and Providers**

Molina HCS staff is accessible at (800) 223-7242 during normal business hours, Monday through Friday from 8:00 a.m. to 6:00 p.m. (except for Holidays) for information and authorization of care. When initiating, receiving or returning calls the UM staff will identify the organization, their name and title.

Molina's Nurse Advice Line is available to Members and Providers 24 hours a day, seven days a week at (800) 223-7242. Primary Care Physicians (PCPs) are notified via fax of all Nurse Advice Line encounters.

During business hours HCS staff is available for inbound and outbound calls through an automatic rotating call system triaged by designated staff. Callers may also contact staff directly through a private line. All staff Members identify themselves by providing their first name, job title, and organization.

Molina offers TTY/TDD services for Members who are deaf, hard of hearing, or speech impaired. Language assistance is also always available for Members.

## **Levels of Administrative and Clinical Review**

Molina reviews and approves or denies plan coverage for various services—inpatient, outpatient, medical supplies, equipment, and selected medications. The review types are:

- Administrative (e.g., eligibility, appropriate vendor or Participating Provider, covered services) and
- Clinical (e.g., Medically Necessary)

The overall review process begins with administrative review followed by initial clinical review if appropriate. Specialist review may be needed as well. All UM requests that may lead to denial are reviewed by a health professional at Molina (medical director, pharmacy director, or appropriately licensed health professional).

All staff involved in the review process have an updated list of services and procedures that require Pre-Service Organization Decision/Authorization.

The timelines and procedures are published in the Provider Manual and are available on the [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com) website.

In addition, Molina's Provider training includes information on the UM processes and Authorization requirements.

## **Hospitals**

### **Emergency Services**

Emergency Services means: An emergency means a medical or behavioral condition that comes on all of a sudden, and has pain or other symptoms. This condition would make a person with an average knowledge of health (prudent layperson) fear that someone would suffer serious harm to body parts or function or serious disfigurement without care right away.

Emergency Medical Condition or Emergency Condition means: A medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- a. Placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;
- b. Serious impairment to such person's bodily functions;
- c. Serious dysfunction of any bodily organ or part of such person; or
- d. Serious disfigurement of such person.

A medical screening exam performed by licensed medical personnel in the emergency department and subsequent Emergency Services rendered to the Member do not require prior authorization from Molina.

Members accessing the emergency department inappropriately will be contacted by Molina Case Managers whenever possible to determine the reason for using Emergency Services. Case Managers will also contact the PCP to ensure that Members are not accessing the emergency department because of an inability to be seen by the PCP.

### **Admissions**

Hospitals are required to notify Molina within the next business day of any inpatient admissions, including deliveries, in order for hospital services to be covered. Prior authorization is required for inpatient and some outpatient surgeries. Retroactive authorization requests for services rendered will normally not be approved.

### **Inpatient Management**

#### **Elective Inpatient Admissions**

Molina requires prior authorization for all elective inpatient admissions to any facility. Elective inpatient admission services performed without prior authorization may not be eligible for payment.

## **Emergent Inpatient Admissions**

Molina requires notification of all emergent inpatient admissions within the next business day. For emergency admissions, notification of the admission shall occur once the patient has been stabilized in the emergency department. Notification of admission is required to verify eligibility, authorize care, including level of care (LOC), and initiate inpatient review and discharge planning. Molina requires that notification includes Member demographic information, facility information, date of admission and clinical information (see definition above) sufficient to document the Medical Necessity of the admission. Emergent inpatient admission services performed without meeting notification and Medical Necessity requirements or failure to include all of the needed documentation to support the need for an inpatient admission will result in a denial of authorization for the inpatient admission.

## **Prospective/Pre-Service Review**

Pre-service review defines the process, qualified personnel and timeframes for accepting, evaluating and replying to prior authorization requests. Pre-service review is required for all non-emergent inpatient admissions, outpatient surgery and identified procedures, Home Health, some durable medical equipment (DME) and Out-of-Area/Out-of-Network Professional Services. The pre-service review process assures the following:

- Member eligibility;
- Member covered benefits;
- The service is not experimental or investigation in nature;
- The service meets Medical Necessity criteria (according to accepted, nationally-recognized resources);
- All covered services, e.g. test, procedure, are within the Provider's scope of practice;
- The requested Provider can provide the service in a timely manner;
- The receiving specialist(s) and/or hospital is/are provided the required medical information to evaluate a Member's condition;
- The requested covered service is directed to the most appropriate contracted specialist, facility or vendor;
- The service is provided at the appropriate level of care in the appropriate facility; e.g. outpatient versus inpatient or at appropriate level of inpatient care;
- Continuity and coordination of care is maintained; and
- The PCP is kept apprised of service requests and of the service provided to the Member by other Providers.

## **Inpatient Review**

Molina performs prior authorization for inpatient review in order to ensure patient safety, and Medical Necessity for all in-network facilities. Molina performs concurrent inpatient review in order to ensure patient safety, and Medical Necessity of ongoing inpatient services, adequate progress of treatment and development of appropriate discharge plan for all out of area Providers. Performing these functions requires timely clinical information updates from inpatient facilities. Molina will request updated original clinical records from inpatient facilities at regular intervals during a Member's inpatient admission. Molina requires that requested clinical

information updates be received by Molina from the inpatient facility within twenty-four (24) hours of the request. Failure to provide timely clinical information updates may result in denial of authorization for the remainder of the inpatient admission dependent on the Provider contract terms and agreements.

### **Inpatient Status Determinations**

Molina's UM staff determine if the collected medical records and clinical information for requested services are "reasonable and necessary for the diagnosis or treatment of an illness or injury or to improve the functioning of malformed body Member" by meeting all coverage, coding and Medical Necessity requirements. To determine Medical Necessity, the criteria outlined under "Medical Necessity Review" will be used.

### **Discharge Planning**

Discharge planning begins on admission, and is designed for early identification of medical/psychosocial issues that will need post-hospital intervention. The goal of discharge planning is to initiate cost-effective, quality-driven treatment interventions for post-hospital care at the earliest point in the admission. Upon discharge the Provider must provide Molina with Member demographic information, date of discharge, discharge plan and disposition.

Inpatient Review Nurses work closely with the hospital discharge planners to determine the most appropriate discharge setting for the patient. The inpatient review nurses review medical necessity and appropriateness for home health, infusion therapy, durable medical equipment (DME), skilled nursing facility and rehabilitative services.

### **Post Service Review**

Post-Service Review applies when a Provider fails to seek authorization from Molina for services that require authorization. Failure to obtain authorization for an elective service that requires authorization will result in an administrative denial. Emergent services do not require authorization. Coverage of emergent services up to stabilization of the patient will be approved for payment. Failure to obtain authorization when required will result in denial of payment for those services. The only possible exception for payment as a result of post-service review is if information is received indicating the Provider did not know nor reasonably could have known that patient was a Molina Member or there was a Molina error, a medical necessity review will be performed. Decisions, in this circumstance, will be based on medical need, appropriateness of care guidelines defined by UM policies and criteria, regulation and guidance and evidence based criteria sets.

Specific Federal or State requirements or Provider contracts that prohibit administrative denials supersede this policy.

### **Readmissions**

Hospital readmissions less than thirty-one (31) calendar days from the date of discharge have been found by CMS to potentially constitute a quality of care problem. Readmission review is an important part of Molina's Quality Improvement Program to ensure that Molina Members are

receiving hospital care that is compliant with nationally recognized guidelines, as well as Federal and State regulations.

Molina will conduct readmission reviews for applicable participating hospitals if both admissions occur at the same facility. If it is determined that the subsequent admission is related to the first admission (Readmission), the first payment may be considered as payment in full for both the first and second hospital admissions.

### **Exceptions**

- The readmission is determined to be due to an unrelated condition from the first inpatient admission AND there is no evidence that premature discharge or inadequate discharge planning in the first admission necessitated the second admission.
- The readmission is part of a Medically Necessary, prior authorized or staged treatment plan.
- There is clear medical record documentation that the patient left the hospital AMA during the first hospitalization prior to completion of treatment and discharge planning.
- Certain diagnoses are excluded from a readmission review including cancer, maintenance chemotherapy, behavioral health, transplants, pregnancy and delivery, elective admissions and planned procedures.
- Please see the following link for the complete list: <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeedbackProgram/Downloads/2015-ACR-MIF.pdf>

### **Non-Network Providers and Services**

Molina maintains a contracted network of qualified health care professionals who have undergone a comprehensive credentialing process in order to provide medical care for Molina Members. Molina requires Members to receive medical care within the participating, contracted network of Providers unless it is for Emergency Services as defined by Federal Law. If there is a need to go to a non-contracted Provider, all care provided by non-contracted, non-network Providers must be prior authorized by Molina. Non-network Providers may provide Emergency Services for a Member who is temporarily outside the service area, without prior authorization or as otherwise required by Federal or State Laws or regulations.

“Emergency Services” means an emergency means a medical or behavioral condition that comes on all of a sudden, and has pain or other symptoms. This condition would make a person with an average knowledge of health (prudent layperson) fear that someone would suffer serious harm to body parts or function or serious disfigurement without care right away.

### **Access to Out of Network Specialty**

The following guidelines outline Member access to Specialty Provider or Specialty Center outside of the Molina Network

- The Member will not be allowed to elect a non-participating specialist, unless the Molina network does not include an appropriate Provider.

- If the Molina Network does not have a health care Provider with appropriate training and experience to meet the needs of the Members, an authorization can be made to an appropriate accredited specialty center or to an appropriate Provider outside of the Network if medically necessary services are not available through network Providers.
- If a Member with a life threatening or degenerative and disabling condition or disease requires specialized medical care over a prolonged period of time, a Member may receive a referral to an accredited or designated specialty care center with expertise in the field.
- The referral will be made pursuant to a treatment plan approved by Molina in consultation with the PCP, Non-Participating Provider, specialty center and Member or Member's Designee.
- The services from a Non-Participating specialist will add no additional cost beyond what Members pay for in network services.

### **Avoiding Conflict of Interest**

The HCS Department affirms its decision-making is based on appropriateness of care and service and the existence of benefit coverage.

Molina does not reward Providers or other individuals for issuing denials of coverage or care. Furthermore, Molina never provides financial incentives to encourage authorization decision makers to make determinations that result in under-utilization. Molina also requires our delegated medical groups/IPAs to avoid this kind of conflict of interest.

### **Coordination of Care and Services**

Molina's Health Care Services (HCS) includes Utilization Management, and Care Management. HCS works with Providers to assist with coordinating services and benefits for Members with complex needs. It is the responsibility of contracted Providers to assess Members and with the participation of the Member and their representatives, create a treatment care plan. The treatment plan is to be documented in the medical record and is updated as conditions and needs change. In addition, the coordination of care process assists Molina Members, as necessary, in transitioning to other care when benefits end. The process includes mechanisms for identifying Molina Members whose benefits are ending and are in need of continued care.

Molina staff assists Providers by identifying needs and issues that may not be verbalized by Providers, assisting to identify resources such as community programs, national support groups, appropriate specialists and facilities, identifying best practice or new and innovative approaches to care. Care coordination by Molina staff is done in partnership with Providers and Members to ensure efforts are efficient and non-duplicative.

There are two (2) main coordination of care processes for Molina Members:

1. The first occurs when a new Member enrolls in Molina and needs to transition medical care to Molina contracted Providers. There are mechanisms within the enrollment process to identify those Members and reach out to them from the Member & Provider

Contact Center (M&PCC) to assist in obtaining authorizations, transferring to contracted DME vendors, receiving approval for prescription medications, etc.

- a. If a new Member has an existing relationship with a health care Provider who is not a Member of the Molina Provider network, Molina shall permit the Member to continue an ongoing course of treatment by the Non-Participating Provider during a transitional period of up to sixty (60) days from the effective date of enrollment if the Member has a life-threatening disease or condition or a degenerative and disabling disease or condition.
- b. If a Member has entered into their second trimester of pregnancy with a Non-Participating Provider at the effective date of enrollment, the transitional period would include covered care until the post-partum visit.

All requests for transition of care referrals must be submitted either orally or in writing by Member or Member representative to review for criteria. The Utilization Review Department will then follow the appropriate steps and use utilization management criteria to make a determination and authorize care. Medical services will be authorized for the transition period. Molina will support the transition of the Member to a Participating Provider by assisting the Member locating a new Provider and coordinating activities through the transition period. Molina will not deny coverage of an ongoing course of care unless an appropriate Provider of alternate level of care is approved for such care.

Members may receive care from appropriate Non-Participating Providers during the applicable transitional care time period only if the Non-Participating Provider agrees to:

- a. Accept Molina rates as payment in full, which rates will be no more than the level of reimbursement applicable to similar Providers within the network.
  - b. Adhere to Molina quality assurance requirements and agrees to provide necessary medical information related to the care.
  - c. Otherwise adhere to Molina policies and procedures including, but not limited to procedures regarding referrals and prior
2. The second coordination of care process occurs when a Molina Member's benefits will be ending and they need assistance in transitioning to other care. The process includes mechanisms for identifying Molina Members whose benefits are ending and are in need of continued care.

## **Continuity of Care and Transition of Members**

### **Continuity of Care when Provider Leaves Network**

It is Molina's policy to provide Members with advance notice when a Provider they are seeing will no longer be in network. Members and Providers are encouraged to use this time to transition care to an in-network Provider. The Provider leaving the network shall provide all appropriate information related to course of treatment, medical treatment, etc. to the Provider(s) assuming care. Under certain circumstances, Members may be able to continue treatment with the out of network Provider for a given period of time and provide continued services to

Members undergoing a course of treatment by a Provider that has terminated their contractual agreement if the following conditions exist at the time of termination.

- Acute condition or serious chronic condition – Following termination, the terminated Provider will continue to provide covered services to the Member up to ninety (90) days or longer if necessary for a safe transfer to another Provider as determined by Molina or its delegated Medical Group/IPA.
- High risk of second or third trimester pregnancy – The terminated Provider will continue to provide services following termination until postpartum services related to delivery are completed or longer if necessary for a safe transfer.

### **Transition of Care of New Member**

If a new Member has an existing relationship with a health care Provider who is not a Member of the Molina Provider network, Molina shall permit the Member to continue an ongoing course of treatment by the Non-Participating Provider during a transitional period of up to sixty (60) days from the effective date of enrollment if the Member has a life-threatening disease or condition or a degenerative and disabling disease or condition. If a Member has entered into their second trimester of pregnancy with a Non-Participating Provider at the effective date of enrollment, the transitional period would include covered care until the post-partum visit.

All requests for transition of care referrals must be submitted either orally or in writing by Member or Member representative to review for criteria. The Healthcare Services will then follow the appropriate steps and use utilization management criteria to make a determination and authorize care. Medical services will be authorized for the transition period. Molina will support the transition of the Member to a Participating Provider by assisting the Member locating a new Provider and coordinating activities through the transition period. Molina will not deny coverage of an ongoing course of care unless an appropriate Provider of alternate level of care is approved for such care.

Members may receive care from appropriate Non-Participating Providers during the applicable transitional care time period only if the Non-Participating Provider agrees to:

- Accept Molina rates as payment in full, which rates will be no more than the level of reimbursement applicable to similar Providers within the network.
- Adhere to Molina quality assurance requirements and agrees to provide necessary medical information related to the care.
- Otherwise adhere to Molina policies and procedures including, but not limited to procedures regarding referrals and prior

For additional information regarding continuity of care and transition of Members, please contact Molina at (877) 872-4716.

## **UM Decisions -**

A decision is any determination (e.g., an approval or denial) made by Molina or the delegated Medical Group/IPA or other delegated entity with respect to the following:

- Determination to authorize, provide or pay for services (favorable determination);
- Determination to deny requests (adverse determination);
- Discontinuation of a service;
- Payment for temporarily out-of-the-area renal dialysis services;
- Payment for Emergency Services, post stabilization care or urgently needed services.

All Medical Necessity requests for authorization determinations must be based on nationally recognized criteria that are supported by sound scientific, medical evidence. Clinical information used in making determinations include, but are not limited to, review of medical records, consultation with the treating Providers, and review of nationally recognized criteria. The criteria for determining medical appropriateness must be clearly documented and include procedures for applying criteria based on the needs of individual patients and characteristics of the local delivery system.

Clinical criteria does not replace State regulations when making decisions regarding appropriate medical treatment for Molina Members. Molina covers all services and items required by State.

Requests for authorization not meeting criteria must be reviewed by a designated Provider or presented to the appropriate committee for discussion and a determination. Only a licensed physician (or pharmacist, psychiatrist, doctoral level clinical psychologist or certified addiction medicine specialist as appropriate) may determine to delay, modify or deny services to a Member for reasons of medical necessity.

Board certified licensed Providers from appropriate specialty areas must be utilized to assist in making determinations of Medical Necessity, as appropriate. All utilization decisions must be made in a timely manner to accommodate the clinical urgency of the situation, in accordance with Federal regulatory requirements and NCQA® standards.

## **Reporting of Suspected Abuse of an Adult**

A vulnerable adult is a person who is or may be in need of community care services by reason of mental or other disability, age or illness; and who is or may be unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation. When working with children one may encounter situations suggesting abuse, neglect and/or unsafe living environments.

Every person who knows or has reasonable suspicion that a child or adult is being abused or neglected in State must report the matter immediately. Specific professionals mentioned under the law as mandated reporters are:

- Physicians, dentists, interns, residents, or nurses
- Public or private school employees or child care givers
- Psychologists, social workers, family protection workers, or family protection specialists
- Attorneys, ministers, or law enforcement officers.

Suspected abuse and/or neglect should be reported as follows:

**Child Abuse:**

Report to: New York Statewide Central Register of Child Abuse and Maltreatment (SCR)  
24 hours a day/ 7 days a week

**Mandated Reporter:** (800) 635-1522

**Public Hotline:** (800) 342-3720

**For Abuse by Institutional Staff:** (855) 373-2122

Oral reports to the SCR from a mandated reporter must be followed within 48 hours by a written report to the local department of social services' CPS unit on Form LDSS-2221A. Visit [ocfs.ny.gov](http://ocfs.ny.gov) and select "Forms." Enter the form number in the keyword search field.

**Adult Abuse:**

To report adult abuse, call (844) 697-3505 between 8:30 a.m. and 8:00 p.m. or contact the [local, county social services department's Adult Protective Service bureau:](#)

Onondaga County Adult Protective (315) 435-2815

Tompkins County Adult Protective (607) 274-5323

Cortland County Adult Protective (607) 753-5265

Molina's HCS teams will work with PCPs and Medical Groups/IPA and other delegated entities who are obligated to communicate with each other when there is a concern that a Member is being abused. Final actions are taken by the PCP/Medical Group/IPA, other delegated entities or other clinical personnel. Under State and Federal Law, a person participating in good faith in making a report or testifying about alleged abuse, neglect, abandonment, financial exploitation or self-neglect of a vulnerable adult in a judicial or administrative proceeding may be immune from liability resulting from the report or testimony.

Molina will follow up with Members that are reported to have been abused, exploited or neglected to ensure appropriate measures were taken, and follow up on safety issues. Molina will track, analyze, and report aggregate information regarding abuse reporting to the Utilization Management Committee and the proper State agency.

**Emergency Services and Post-Stabilization Services**

Emergency Services means: An emergency means a medical or behavioral condition that comes on all of a sudden, and has pain or other symptoms. This condition would make a person with an average knowledge of health (prudent layperson) fear that someone would suffer serious harm to body parts or function or serious disfigurement without care right away.

Emergency services are covered on a (24) hour basis without the need for prior authorization for all Members experiencing an Emergency Medical Condition.

Molina Healthcare of New York accomplishes this service by providing a (24) hour Nurse Triage option on the main telephone line for post business hours. In addition, the 911 information is given to all Members at the onset of any call to the plan.

For Members within our service area: Molina Healthcare of New York, Inc. contracts with vendors that provide (24) hour Emergency Services for ambulance and hospitals. An out of network Emergency hospital stay will be covered until the Member has stabilized sufficiently to transfer to a Participating Provider facility. Services provided after stabilization in a Non-Participating Provider facility are not covered, and Member will be responsible for payment.

Molina and its contracted Providers must provide emergency services and post-emergency stabilization and maintenance services to treat any Member with an Emergency Medical Condition in compliance with Federal Law. An Emergency Medical Condition is defined as 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:

- Placing the health of the Member including the health of a pregnant woman and/or her unborn child in serious jeopardy;
- Serious impairment to bodily functions;
- Serious dysfunction of any body part; and/or,
- Serious disfigurement.

Molina covers maintenance care and post-stabilization services which are medically necessary, non-emergency services. Molina or its delegated entity arranges for post-stabilization services to ensure that the patient remains stabilized from the time the treating hospital requests authorization until the time the patient is discharged or a contracting medical provider agrees to other arrangements.

Pre-approval of emergency services is not required. Molina requires the hospital emergency room to contact the Member's primary care Provider upon the Member's arrival at the emergency room. After stabilization of the Member, Molina requires pre-approval of further post-stabilization services by a participating Provider or other Molina representative. Failure to review and render a decision on the post-stabilization pre-approval request within one (1) hour of receipt of the call shall be deemed an authorization of the request.

Molina or its delegated entity is financially responsible for these services until Molina or its delegated entity becomes involved with managing or directing the Member's care.

Molina and its delegated entity provides urgently needed services for Members temporarily outside of the service area but within the United States or who have moved to another service area but are still enrolled with. Urgent Services are covered services that are medically necessary and are needed urgently, typically the same day or within two (2) days of onset of symptoms, as judged by a prudent layperson.

## **Continuity and Coordination of Provider Communication**

Molina stresses the importance of timely communication between Providers involved in a Member's care. This is especially critical between specialists, including behavioral health Providers, and the Member's PCP. Information should be shared in such a manner as to facilitate communication of urgent needs or significant findings.

## **Care Management**

Molina Care Management includes Health Management (HM) and Case Management (CM) programs. Members may qualify for HM or CM based on confirmed diagnosis or specified criteria for the programs. These comprehensive programs are available for all Members that meet the criteria for services.

### **PCP Responsibilities in Care Management Referrals**

The Member's PCP is the primary leader of the health team involved in the coordination and direction of services for the Member. The case manager provides the PCP with reports, updates, and information regarding the Member's progress through the Care Management plan. The PCP is responsible for the provision of preventive services and for the primary medical care of Members.

### **Care Manager Responsibilities**

The case manager collaborates with the Member and all resources involved in the Member's care to develop an individualized plan of care which includes recommended interventions from Member's interdisciplinary care team. Individualized care plan interventions include links to appropriate institutional and community resources, to address medical and psycho-social needs and/or barriers to accessing care, care coordination to address Member's health care goals, health education to support self-management goals, and a statement of expected outcomes. Jointly, the case manager, Providers, and the Member are responsible for implementing the plan of care. Additionally the case manager:

- Monitors and communicates the progress of the implemented plan of care to all involved resources
- Serves as a coordinator and resource to team Members throughout the implementation of the plan, and makes revisions to the plan as suggested and needed
- Monitors progress toward the Member's achievement of treatment plan goals in order to determine an appropriate time for the Member's discharge from the CM program.

## **Health Management**

Molina's Health Management programs can be incorporated into the Member's treatment plan to address the Member's health care needs. Primary prevention programs may include smoking cessation, weight management and wellness, Motherhood Matters, and disease-specific health management programs. Refer to "Benefits and Covered Services" section for detailed information regarding these services.

Health Management's primary focus is on Asthma and Depression; however it also manages other conditions such as: Diabetes, CVD and COPD.

- Weight Management – For information about the telephonic Molina Weight Management Program or to enroll Members, please contact our Member Assessment Unit.
- Smoking Cessation – For information about the Molina Smoking Cessation Program or to enroll Members, please contact our Health Management Unit
- Motherhood Matters Program - For information about Pregnancy Program or to enroll Members, please contact our OB Prenatal service Unit

## **Case Management (CM)**

Molina provides a comprehensive Case Management (CM) program to all Members who meet the criteria for services. The CM program focuses on procuring and coordinating the care, services, and resources needed by Members with complex needs through a continuum of care. Molina adheres to Case Management Society of America Standards of Practice Guidelines in its execution of the program.

The Molina case managers are licensed professionals and are educated, trained and experienced in the Care Management process. The CM program is based on a Member advocacy philosophy, designed and administered to assure the Member value-added coordination of health care and services, to increase continuity and efficiency, and to produce optimal outcomes. The CM program is individualized to accommodate a Member's needs with collaboration and approval from the Member's PCP. The Molina case manager will arrange individual services for Members whose needs include ongoing medical care, home health care, rehabilitation services, and preventive services. The Molina case manager is responsible for assessing the Member's appropriateness for the CM program and for notifying the PCP of the evaluation results, as well as making a recommendation for a treatment plan.

Referral to Care Management: Members with high-risk medical conditions may be referred by their PCP or specialty care Provider to the CM program. The case manager works collaboratively with all Members of the health care team, including the PCP, hospital UM staff, discharge planners, specialist Providers, ancillary Providers, the local Health Department and other community resources. The referral source provides the case manager with demographic, health care and social data about the Member being referred. Member referrals into a Case Management program are voluntary.

## **Criteria for Referral**

Members with the following conditions should be referred to our Case Management Department:

- Hospitalizations (Primary Diagnoses):
  - Psychiatric
  - Substance Use
  - Admissions for Controllable Diseases, for example—diabetes, asthma, hypertension

- Life Threatening Chronic Diseases:
  - HIV/AIDS
  - Cancer
  - Tuberculosis
- Members with Three or More Consecutive Missed Appointments.
- Members with Significant Impairments.
  - Hearing Impaired
  - Vision Impaired
  - Mobility Impaired
  - Cognitively/Mentally Impaired
- Pregnant Patients
- Members That Failed To Meet the following Health Prevention Guidelines:
  - Mammograms Delayed For Two (2) Years. (40 Years And Older)
  - Pap Smears Delayed Two (2) Years. (From Onset Sexual Activity Or 18 Years And Older)
  - Inability to have Member patient return for follow-up of an abnormal lab or condition which may result in significant morbidity or mortality, for example—TB test, suspected cancer, etc.
- Newly Diagnosed Patients With:
  - Asthma
  - Diabetes
  - HIV/AIDS
  - Mental Illness
  - Substance Use
  - Failure to Thrive
- Identify through claims data high risk populations that would benefit from Case Management Services. High risk populations will include Members who meet the following criteria:
  - Members with at least one (1) ER/hospitalization for diabetes
  - Members with inpatient admission for asthma
  - Members with more than one admission for mental health/chemical dependency within 6 months
  - Members with inpatient admissions for acute MI, Coronary Artery Bypass Graft (CABQ), or Percutaneous Transluminal Coronary Angioplasty (PTCA)
- Cases Identified By:
  - Primary Care Provider
  - Quality Improvement Program
  - Complaint or Grievance Procedure
  - Molina Medical Director
  - Member
  - Hospital Discharge Planner
  - Quarterly Administrative Claims Review
  - New York State Department of Health

High risk populations will be discussed quarterly at the QM Committee meetings. Categories for review may be modified depending on the needs of the membership.

Referrals to the CM program may be made by contacting Molina at:

Phone: (877) 872-4716

Fax: (866) 879-4742

## **NYS DOH Requirements for HIV Counseling, Testing and Care of HIV Positive Individuals**

### **HIV Confidentiality**

All Providers must comply with the HIV confidentiality provisions of Section 2782 of the New York Public Health Law to assure the confidentiality of HIV related information. Compliance requires:

- Initial and annual in-service education of staff and contractors
- Identification of staff allowed access to HIV related information and the limits of access
- Procedure to limit access to trained staff, including contractors
- Protocol for secure storage, including electronic storage
- Procedures for handling requests for HIV related information
- Protocols to protect from discrimination persons with or suspected of having HIV infection

For complete details, please see the following websites:

<http://www.health.ny.gov/diseases/aids/providers/regulations/>

[http://public.leginfo.state.ny.us/LAWSSEAF.cgi?QUERYTYPE=LAWS+&QUERYDATA=\\$\\$PBH2782\\$\\$@TXPBH02782+&LIST=LAW+&BROWSER=EXPLORER+&TOKEN=42601282+&TARGET=VIEW](http://public.leginfo.state.ny.us/LAWSSEAF.cgi?QUERYTYPE=LAWS+&QUERYDATA=$$PBH2782$$@TXPBH02782+&LIST=LAW+&BROWSER=EXPLORER+&TOKEN=42601282+&TARGET=VIEW)

### **Role of the Primary Care Provider (PCP)**

The PCPs' roles are critical in the early identification of Members at risk for HIV infection or disease. A person of any age, sex, race, ethnic group, religion, economic background, or sexual orientation can get HIV.

### **HIV Provider Access**

HIV qualified Providers are listed in the Provider Directory as HIV Specialty Care Centers and HIV/AIDS specialists. If services are not available in network or geographically convenient for the Member, the Member can request services outside the Molina Provider network. If the Member prefers to have the HIV Provider act as their PCP, the Member can request such.

The HIPAA Compliant Authorization for Release of Medical Information and Confidential HIV-Related Information allows individuals to use a single form to authorize release of general medical information, as well as HIV-related information, to more than one Provider and to authorize designated Providers to share information between and among them. This form can be found on the DOH website at:

<http://www.health.ny.gov/diseases/aids/providers/forms/informedconsent.htm>

### **At Risk Members**

The following partial factors heighten the possibility that a Member may be at risk for HIV:

- Injection drug users (IDU) – Injected drugs or steroids with others, piercing, tattooing, or used shared equipment (e.g. syringes, needles, works) currently or any time in the past;
- Member has been diagnosed with or been treated for hepatitis, tuberculosis (TB), or a sexually transmitted disease such as gonorrhea, Chlamydia or syphilis;
- Unprotected anal, vaginal and oral sex – Had unprotected vaginal, anal, or oral sex with multiple partners, anonymous partners, or men who have sex with men;
- Sexual partner with known HIV infection;
- Had sex with a partner they located on the Internet;
- Infants born to HIV infected mothers - Babies can potentially become infected during their mother's pregnancy, during delivery, or after birth in the immediate postpartum period. They can also become infected through breastfeeding.
- Health care and maintenance workers who may be exposed to blood and/or body fluids at work sometimes are infected through on-the-job exposures like needle-stick injuries.
- Individuals who received a transfusion of blood or blood products before screening of the blood supply for HIV antibody was initiated in 1985.

### **Symptoms**

The PCP should consider the possibility of HIV infection when minimally the following signs or symptoms are noted:

- Persistent fevers
- Night sweats
- Weight loss
- Lymphadenopathy
- Chronic diarrhea

### **Counseling, Screening**

Members may seek HIV counseling and testing services outside of the plan network Providers. Members also should be advised that such services are obtainable anonymously through the New York State Anonymous Counseling and Testing Programs. This is available at various clinics in each NYS county in addition to free testing for sexually transmitted diseases. Hours and locations can be accessed at <https://www.health.ny.gov/diseases/communicable/std/clinics/> and the AIDS Hotline: 1-800-541-AIDS.

The Provider must counsel, screen, manage and/or refer patients consistent with the guidelines established by the AIDS Institute of the New York State Department of Health.

Every individual ages of 13 and over (if there is evidence or indication of risk activity) who receives health services as an inpatient or in the emergency department of a general hospital defined in Subdivision 10 of Section 2801 of the Public Health Law or who receives primary care services in an outpatient department of such hospital or in a diagnostic and treatment center licensed under Article 28 of the Public Health Law or from a physician, physician assistant, nurse practitioner, or midwife providing primary care in any office, clinic, facility or other setting shall be offered an HIV-related test unless the health care practitioner providing such services reasonably believes that:

- the individual is being treated for a life threatening emergency; or
- the individual has previously been offered or has been the subject of an HIV-related test (except that a test shall be offered if otherwise indicated); or
- the individual lacks capacity to consent to an HIV-related test.

Qualified OB/GYN Providers are required to provide HIV pre-test counseling with clinical recommendation of testing for all pregnant women. Those women and their newborns must have access to services for positive management of HIV disease, psychosocial support and case management for medical, social and addictive services.

### **Consent for Testing**

Performing an HIV test as part of routine medical care requires at a minimum advising that an HIV-related test is being performed prior to ordering an HIV-related test. When a provider orders an HIV test, the provider must give the patient information related to HIV as required by the Public Health Law. Prior to performing, the certain key points must be reviewed with the patient. The key points may be delivered orally, in writing or via electronic means. The key points are found at the following website: <http://www.health.ny.gov/publications/9678/index.htm>. These key points are listed below:

- HIV is the virus that causes AIDS. It can be spread through unprotected sex (vaginal, anal, or oral sex) with someone who has HIV; contact with HIV-infected blood by sharing needles (piercing, tattooing, drug equipment, including needles); by HIV-infected pregnant women to their infants during pregnancy or delivery, or by breast feeding.
- There are treatments for HIV/AIDS that can help a person stay healthy.
- People with HIV/AIDS can use safe practices to protect others from becoming infected. Safe practices also protect people with HIV/AIDS from being infected with different strains of HIV.
- Testing is voluntary and can be done at a public testing center without giving your name (anonymous testing).
- By law, HIV test results and other related information are kept confidential (private).
- Discrimination based on a person's HIV status is illegal. People who are discriminated against can get help.
- The law requires that an individual be advised before an HIV-related test is performed and that no test shall be performed over his or her objection.

- Health care and other HIV test Providers authorizing HIV testing must arrange, with the consent of the patient, an appointment for medical care for those confirmed as positive.
- Anonymous HIV testing of source patients in occupational exposure situations who are unable to provide consent is allowed in certain circumstances, though results cannot be shared with the source patients or included in their medical record.
- The capacity to consent to an HIV test (either confidential or anonymous) is determined without regard to age. If a practitioner determines a person does not have the capacity to consent, the offer of testing should be made to a person(s) authorized to consent to health care for such individual.
- If a Member is tested, pre- and post-test counseling must be completed and documented in the medical record.
- Member Educational materials related to HIV are available through the New York State Department of Health AIDS Institute – consumer Educational Materials Order Form can be found at:  
[http://www.health.ny.gov/forms/order\\_forms/hiv\\_educational\\_materials.pdf](http://www.health.ny.gov/forms/order_forms/hiv_educational_materials.pdf)

## **Reporting**

The PCP is responsible to report all Members testing HIV positive to the New York State Department of Health consistent with the communicable disease reporting requirements. This would apply to new HIV disease as well as any change in HIV status.

## **Positive Results**

All determinations or diagnoses of Human Immunodeficiency Virus (HIV) infection, HIV-related illness and Acquired Immune Deficiency Syndrome (AIDS) shall be reported to the commissioner by physicians and other persons authorized to order diagnostic tests or make medical diagnoses or their agents as soon as possible after post-test counseling but no later than fourteen (14) days after the Provider's receipt of a positive laboratory result or after diagnosis, whichever is sooner. (Source: Effective Date: 02/22/2012, Title: Section 63.3 - HIV-related testing

(<http://w3.health.state.ny.us/dbspace/NYCRR10.nsf/11fb5c7998a73bcc852565a1004e9f87/8525652c00680c3e8525652c004f3d82?OpenDocument>)

The testing Provider must provide test results (directly or through a representative) to a person who test is HIV positive. The testing Provider also must, with the consent of the patient, help arrange an appointment for medical care for those Members confirmed as positive as soon as possible. Provider must provide the following education for Member's who test positive:

- coping emotionally with the test results;
- discrimination issues relating to employment, housing, public accommodations, health care and social services;
- authorizing the release and revoking the release of confidential HIV-related information;
- preventing high risk sexual or needle-sharing behavior;
- the availability of medical treatment;
- HIV reporting requirements for the purposes of monitoring of the HIV/AIDS epidemic;

- the advisability of contacts being notified to prevent transmission, and to allow early access of exposed persons to HIV testing, health care, and prevention services, and a description of notification options and assistance available to the protected individual;
- the risk of domestic violence in conformance with a domestic violence screening protocol developed by the commissioner pursuant to law;
- the fact that known contacts, including a known spouse, will be reported and that protected persons will also be requested to cooperate in contact notification efforts of known contacts and may name additional contacts they wish to have notified with the assistance of the Provider or authorized public health officials;
- protection of names and other information about HIV-infected persons during the contact notification process;
- the right to have an appointment made for HIV follow-up medical care, the use of HIV chemotherapeutics for prophylaxis and treatment, and the availability of peer group support.
- the risk of perinatal transmission

## Negative Results

A person who tests HIV negative must be provided with the result and information concerning risks of participation in sexual and needle-sharing activities that can result in infection. This information may be in the form of written materials such as those available on the Department's website. The negative test result and required information do not need to be provided in person. Other mechanisms such as email, mail, and phone may be used as long as you have taken steps to ensure the patient's confidentiality. Patients who are consented orally and given a rapid test should be provided their results during the same clinic visit or the same day. In addition, it is not appropriate to tell patients that if they are not contacted, they may assume their tests were negative. However, it is acceptable to provide patients with the required information and a phone number or other means of confirming their negative result if they so choose.

## Pregnant Women

### **Identifying Acute HIV Infection (AHI) During Pregnancy:**

- Immediate testing is recommended for any pregnant woman who presents with a clinical syndrome compatible with Acute HIV Infection (AHI) without a known cause, even if she tested HIV-negative earlier in pregnancy. General information on AHI may be found at <http://www.hivguidelines.org>.
- In suspected cases of AHI during pregnancy:
  - *Immediate testing* using an HIV antibody test and an HIV RNA test should be performed. If either is positive or there is strong clinical suspicion:
  - *Immediate consultation* with an HIV specialist regarding diagnosis and treatment;
  - *Confirmatory antibody* testing 3-6 weeks later if the HIV RNA test is positive and the initial antibody test is negative or indeterminate.
- Testing for AHI in pregnancy may be accessed by contacting:
  - In New York City: New York City Department of Health & Mental Hygiene, HIV Surveillance and Epidemiology Program, Provider Line 1-212-442-3388;
  - Outside New York City: New York State Department of Health, Wadsworth Center, Diagnostic HIV Laboratory 1-518-474-2163.

### HIV Testing in the Third Trimester:

- In concert with the Centers for Disease Control and Prevention (CDC), the New York Department of Health recommends that prenatal Providers routinely recommend repeat HIV testing, preferably at 34-36 weeks, for all women who test negative early in prenatal care.
- The second test ideally should be at least three months after the initial test. Repeat testing will identify women who become infected with HIV during pregnancy, a group that accounts for an increasing proportion of Mother-to-Child Transmission (MTCT).

### Point-of-Care Rapid HIV Testing in Delivery Settings:

Implementing point-of-care (rapid) testing facilitates timely administration of prophylaxis to HIV-positive women and their exposed newborns. For women diagnosed with HIV during labor, HIV antiretroviral (ARV) regimens to prevent mother-to-child HIV transmission (MTCT) are most effective if initiated during labor, HIV antiretroviral (ARV) regimens to prevent MTCT are most effective if initiated during labor or, if intrapartum ARV is not possible, to the newborn within 12 hours of birth.

### The New York Department of Health recommends:

- All birth facilities adopt point-of-care rapid HIV testing in labor and delivery settings.
- Expedited HIV test results should be available within an hour to facilitate effective administration of ARV prophylaxis.
- For information on rapid testing, see:  
<http://www.health.ny.gov/diseases/aids/providers/testing/rapid/workbook.htm>

### Assuring Access to Care and Supportive Services:

To facilitate linkages to care and to provide the support many women need it is considered standard of care to link HIV-positive pregnant and postpartum women, including those who deliver without prenatal care, to HIV-specific case management and supportive services.

### **Resources**

- Consultation and technical assistance for prenatal care Providers and hospital obstetrical departments is available from:
  - HIV Clinical Education Initiative (CEI): call 1-866-637-2342 or visit
  - HIVAIDS Regional Training Centers: These centers offer training on reducing MTCT and expedited and rapid testing in obstetrical settings. See <http://nyhealth.gov/diseases/aids/training/index.htm>.
- NYSDOH AIDS Institute has a resource directory intended for use by individuals seeking services and as a referral tool for Providers. The directory can be found at [http://www.health.ny.gov/diseases/aids/general/resources/resource\\_directory/](http://www.health.ny.gov/diseases/aids/general/resources/resource_directory/)
- Resources specific to case management of HIV patients are available at: [www.cobracm.org](http://www.cobracm.org)

## **Medical Record Standards -**

The Provider is responsible for maintaining an electronic or paper medical record for each individual Member. Records are expected to be current, legible, detailed and organized to allow for effective and confidential patient care by all Providers.

Medical records are to be stored in a secure manner that permits easy retrieval. Only authorized personnel may have access to patient medical records.

Providers will develop and implement confidentiality procedures to guard Member protected health information, in accordance with Health Insurance Portability and Accountability Act (HIPAA) privacy standards and all other applicable Federal and State regulations. The Provider must ensure his/her staff receives periodic training regarding the confidentiality of Member information.

The Provider is responsible for documenting directly provided services. Such services must include, but not necessarily be limited to, family planning services, preventive services, services for the treatment of sexually transmitted diseases, ancillary services, diagnostic services and diagnostic and therapeutic services for which the Member was referred to the Provider.

At a minimum, each medical record must be legible and maintained in detail with the documentation outlined in the Quality section of this Provider Manual. Medical records shall be maintained in accordance with State and Federal law, and for a period not less than ten (10) years.

## **Medical Necessity Standards**

**“Medically Necessary”** or **“Medical Necessity”** means any determination that requires clinical review to determine if the service will be covered. The decision is based on the clinical review and is justified as reasonable, necessary and/or appropriate, based on evidence-based clinical standards of care. This is for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms. Those services must be deemed by Molina to be:

1. In accordance with generally accepted standards of medical practice;
2. Clinically appropriate and clinically significant, in terms of type, frequency, extent, site and duration. They are considered effective for the patient’s illness, injury or disease; and
3. Not primarily for the convenience of the patient, physician, or other health care Provider. The services must not be more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient’s illness, injury or disease.

For these purposes, “generally accepted standards of medical practice” means standards that are based on credible scientific evidence published in peer-reviewed medical literature. This literature is generally recognized by the relevant medical community, physician specialty society recommendations, the views of physicians practicing in relevant clinical areas and any other relevant factors.

The fact that a Provider has prescribed, recommended or approved medical or allied goods or services does not, in itself, make such care, goods or services Medically Necessary, a Medical Necessity or a Covered Service/Benefit.

### **Specialty Pharmaceuticals/Injectable and Infusion Services**

Many self-administered and office-administered injectable products require Prior Authorization (PA). In some cases they will be made available through a vendor, designated by Molina. More information about our Prior Authorization process, including the PA request form, is available on our website: [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com).

Molina's pharmacy vendor will coordinate with Molina and ship the prescription directly to your office or the Member's home. All packages are individually marked for each Member, and refrigerated drugs are shipped in insulated packages with frozen gel packs. The service also offers the additional convenience of enclosing needed ancillary supplies (needles, syringes and alcohol swabs) with each prescription at no charge. Please contact your Provider Relations Representative with any further questions about the program.

Newly FDA approved drugs are considered non-formulary and subject to non-formulary policies and other non-formulary utilization criteria until a coverage decision is rendered by the Molina Pharmacy and Therapeutics Committee.

## Section 8. Quality

### Quality Department

Molina Healthcare of New York maintains a Quality Department to work with Members and Providers in administering the Molina Quality Improvement Program. You can contact the Molina Quality Department **toll free at (877) 872-4716 or fax (844) 879-4471**.

The address for mail requests is:

Molina Healthcare of New York, Inc.  
Quality Department  
5232 Witz Drive  
N. Syracuse, NY 13212

This Provider Manual contains excerpts from the Molina Healthcare of New York Quality Improvement Program (QIP). For a complete copy of Molina Healthcare of New York's QIP you can contact your Provider Services Representative or call the telephone number above to receive a written copy.

Molina has established a Quality Improvement Program that complies with regulatory and accreditation guidelines. The QIP provides structure and outlines specific activities designed to improve the care, service and health of our Members.

Molina does not delegate Quality Improvement activities to Medical Groups/IPAs. However, Molina requires contracted Medical Groups/IPAs to comply with the following core elements and standards of care and to:

- Have a Quality Improvement Program in place;
- Comply with and participate in Molina's Quality Improvement Program including reporting of Access and Availability survey and activity results and provision of medical records as part of the HEDIS® review process and during Potential Quality of Care and/or Critical Incident investigations; and
- Allow access to Molina Quality personnel for site and medical record review processes.

### Patient Safety Program

Molina's Patient Safety Program identifies appropriate safety projects and error avoidance for Molina Members in collaboration with their Primary Care Providers. Molina continues to support safe personal health practices for our Members through our safety program, pharmaceutical management and case management/disease management programs and education. Molina monitors nationally recognized quality index ratings for facilities including adverse events and hospital acquired conditions as part of a national strategy to improve health care quality mandated by the Patient Protection and Affordable Care Act (ACA). Health and Human Services (HHS) is to identify areas that have the potential for improving health care quality to reduce the incidence of events.

## **Quality of Care**

Molina has an established and systematic process to identify, investigate, review and report any Quality of Care, Adverse Event/Never Event, Critical Incident (as applicable) and/or service issues affecting Member care. Molina will research, resolve, track and trend issues. Confirmed Adverse Events/Never Events are reportable when related to an error in medical care that is clearly identifiable, preventable and/or found to have caused serious injury or death to a patient. Some examples of never events include:

- Surgery on the wrong body part.
- Surgery on the wrong patient.
- Wrong surgery on a patient.

## **Medical Records**

Molina requires that medical records are maintained in a manner that is current, detailed and organized to ensure that care rendered to Members is consistently documented and that necessary information is readily available in the medical record. All entries will be indelibly added to the Member's record. Molina conducts a medical record review of all Primary Care Providers (PCPs) that have a fifty (50) or more Member's on their panel that includes the following components:

- Medical record confidentiality and release of medical records including behavioral health care records;
- Medical record content and documentation standards, including preventive health care;
- Storage maintenance and disposal; and
- Process for archiving medical records and implementing improvement activities.

## **Medical Record Keeping Practices**

Below is a list of the minimum items that are necessary in the maintenance of the Member's Medical records:

- Each patient has a separate record
- Medical records are stored away from patient areas and preferably locked
- Medical records are available at each visit and archived records are available within twenty-four (24) hours
- If hardcopy, pages are securely attached in the medical record and records are organized by dividers or color-coded when thickness of the record dictates
- If electronic, all those with access have individual passwords
- Record keeping is monitored for Quality and HIPAA compliance
- Storage maintenance for the determined timeline and disposal per record management processes
- Process for archiving medical records and implementing improvement activities
- Medical records are kept confidential and there is a process for release of medical records including behavioral health care records

## **Content -**

Providers must remain consistent in their practices with Molina's medical record documentation guidelines. Medical records are maintained and should include the following information:

- Member name, date of birth, sex, marital status, address, employer, home and work telephone numbers, and emergency contact
- Legible signatures and credentials of provider and other staff members within a paper chart;;
- All providers who participate in the member's care; ;
- Information about services delivered by these providers;
- A problem list that describes the member's medical and behavioral health conditions;
- Presenting complaints, diagnoses, and treatment plans, including follow-up visits and referrals to other providers;
- Prescribed medications, including dosages and dates of initial or refill prescriptions;
- Allergies and adverse reactions (or notation that none are known);
- Documentation that Advanced Directives, Power of Attorney and Living Will have been discussed with member, and a copy of Advance Directives when in place; w
- Past medical and surgical history, including physical examinations, treatments, preventive services and risk factors;
- Treatment plans that are consistent with diagnosis;
- A working diagnosis that is recorded with the clinical findings;
- Pertinent history for the presenting problem;
- Pertinent physical exam for the presenting problem;
- Lab and other diagnostic tests that are ordered as appropriate by the practitioner;
- Clear and thorough progress notes that state the intent for all ordered services and treatments;
- Notations regarding follow-up care, calls or visits. The specific time of return is noted in weeks, months or as needed, included in the the next preventative care visit when appropriate;
- Notes from consultants if applicable;
- Up-to-date immunization records and documentation of appropriate history ;
- All staff and provider notes are signed physically or electronically with either name or initials;
- All entries are dated;
- All abnormal lab/imaging results show explicit follow up plan(s);
- All ancillary services reports;
- Documentation of all emergency care provided in any setting;
- Documentation of all hospital admissions, inpatient and outpatient, including the hospital discharge summaries, hospital history and physicals and operative report;
- Labor and Delivery Record for any child seen since birth; and,
- A signed document stating with whom protected health information may be shared.

## **Organization**

- The medical record is legible to someone other than the writer;
- Each patient has an individual record;
- Chart pages are bound, clipped, or attached to the file;
- Chart sections are easily recognized for retrieval of information; and
- A release document for each Member authorizing Molina to release medial information for facilitation of medical care.

- (Prenatal care only): centralized medical record for the provision of prenatal care and all other services.

## **Retrieval**

- The medical record is available to Provider at each Encounter;
- The medical record is available to Molina for purposes of Quality;
- The medical record is available to Molina Healthcare of New York Quality Department and the External Quality Review Organization upon request;
- The medical record is available to the Member upon their request;
- A storage system for inactive member medical records which allows retrieval within twenty four (24) hours, is consistent with State and Federal requirements, and the record is maintained for not less than ten (10) years from the last date of treatment or for a minor, one (1) year past their 20<sup>th</sup> birthday but, never less than 10 (ten) years.
- An established and functional data recovery procedure in the event of data loss.

## **Confidentiality**

Molina Providers shall develop and implement confidentiality procedures to guard Member protected health information, in accordance with HIPAA privacy standards and all other applicable Federal and State regulations. This should include, and is not limited to, the following:

- Ensure that medical information is released only in accordance with applicable Federal or State law in pursuant to court orders or subpoenas;
- Maintain records and information in an accurate and timely manner;
- Ensure timely access by Members to the records and information that pertain to them;
- Abide by all Federal and State Laws regarding confidentiality and disclosure of medical records or other health and enrollment information;
- Medical Records are protected from unauthorized access;
- Access to computerized confidential information is restricted; and
- Precautions are taken to prevent inadvertent or unnecessary disclosure of protected health information.
- *Parties who should have access to records:* Molina representatives or their delegates (for UR or QA), Molina physician(s), and/or any duly authorized third party. This would include: NYSDOH, CMS and the LDSS (Medicaid only).
- Education and training for all staff on handling and maintaining protected health care information.

## **Parties who should have access to records**

- Molina representatives or their delegates (for UR or QA),
- Molina physician(s),
- Any duly authorized third party. This would include: NYSDOH, CMS and the LDSS.

Additional information on medical records is available from your local Molina Quality Department **toll free at (800) 223-7242**. See also the Compliance Section of this Provider Manual for additional information regarding the Health Insurance Portability and Accountability Act (HIPAA).

## Access to Care

Molina maintains access to care standards and processes for ongoing monitoring of access to health care (including behavioral health care) provided by contracted primary PCPs (adult and pediatric) and participating specialist (to include OB/Gyn, behavioral health Providers, and high volume and high impact specialists). Providers are required to conform to the Access to Care appointment standards listed below to ensure that health care services are provided in a timely manner. The standards are based on 100% availability for Emergency Services and 75% or greater for all other services. The PCP or his/her designee must be available 24 hours a day, 7 days a week to Members.

## Appointment Access

All Providers who oversee the Member's health care are responsible for providing the following appointments to Molina Members in the timeframes noted:

Medical Appointment Types	Standard
Routine, asymptomatic	Within 28 calendar days
Routine, symptomatic	Within 2-3 calendar days
Urgent Care	Within 24 hours
After Hours Care	24 hours/day; 7 day/week availability
Specialty Care (High Volume)	Within 28 – 42 calendar days
Specialty Care (High Impact)	Within 28 - 42 calendar days
Urgent Specialty Care	Within 24 hours
Obstetrical Care	Within 21 calendar days in the first trimester, within 14 calendar days in the second trimester and within 7 days thereafter
Behavioral Health Appointment Types	Standard

Life Threatening Emergency	Immediately
Non-life Threatening Emergency	Within 6 hours
Urgent Care	Within 24 hours
Routine Care	Within 14 calendar days
Follow-up Routine Care	Within 7 calendar days

Additional information on appointment access standards is available from your local Molina Quality Department **toll free at (577) 872-4716**.

### **Office Wait Time**

For scheduled appointments, the wait time in offices should not exceed sixty (60) minutes. All PCPs are required to monitor waiting times and adhere to this standard.

### **After Hours**

All Providers must have back-up (on call) coverage after hours or during the Provider's absence or unavailability. Molina requires Providers to maintain a twenty-four (24) hour phone service, seven (7) days a week. This access may be through an answering service or a recorded message after office hours. For PCPs and OB/GYNs, if a recorded message is used, it must provide an option to direct the Member to a live person. The service or recorded message should instruct Members with an Emergency to hang-up and call 911 or go immediately to the nearest emergency room.

### **Appointment Scheduling**

Each Provider must implement an appointment scheduling system. The following are the minimum standards:

1. The Provider must have an adequate telephone system to handle patient volume. Appointment intervals between patients should be based on the type of service provided and a policy defining required intervals for services. Flexibility in scheduling is needed to allow for urgent walk-in appointments;
2. A process for documenting missed appointments must be established. When a Member does not keep a scheduled appointment, it is to be noted in the Member's record and the Provider is to assess if a visit is still medically indicated. All efforts to notify the Member must be documented in the medical record.

3. When the Provider must cancel a scheduled appointment, the Member is given the option of seeing an associate or having the next available appointment time;
4. Special needs of Members must be accommodated when scheduling appointments. This includes, but is not limited to wheelchair-using Members and Members requiring language translation;
5. A process for Member notification of preventive care appointments must be established. This includes, but is not limited to immunizations and mammograms; and
6. A process must be established for Member recall in the case of missed appointments for a condition which requires treatment, abnormal diagnostic test results or the scheduling of procedures which must be performed prior to the next visit.

In applying the standards listed above, participating Providers have agreed that they will not discriminate against any Member on the basis of age, race, creed, color, religion, sex, national origin, sexual orientation, marital status, physical, mental or sensory handicap, gender identity, pregnancy, sex stereotyping, place of residence, socioeconomic status, or status as a recipient of Essential Plan benefits. Additionally, a participating Provider or contracted medical group/IPA may not limit his/her practice because of a Member's medical (physical or mental) condition or the expectation for the need of frequent or high cost care. Provider's office cannot require a Member to come to the office to complete a medical record request prior to Member's appointment. An appointment must be provided at the time of the call requesting an appointment, any forms required, including medical record requests, should be completed at the time of the first visit. If a PCP chooses to close his/her panel to new Members, Molina must receive thirty (30) days advance written notice from the Provider.

### **Women's Health Access**

Molina allows Members the option to seek obstetric and gynecological care from an in-network obstetrician or gynecologist or directly from a participating PCP designated by Molina Healthcare of New York as providing obstetrical and gynecological services. Member access to obstetrical and gynecological services is monitored to ensure Members have direct access to Participating Providers for obstetrical and gynecological services. Gynecological services must be provided when requested regardless of the gender status of the Member.

Additional information on access to care is available under the Resources tab on the Molinahealthcare.com website or from your local Molina Quality Department **toll free at (877) 872-4716**.

### **Monitoring Access for Compliance with Standards**

Access to care standards are reviewed, revised as necessary, and approved by the Quality Improvement Committee on an annual basis.

Provider network adherence to access standards is monitored via the following mechanisms:

1. Provider access studies – Provider office assessment of appointment availability, and after-hours access.
2. Member complaint data – assessment of Member complaints related to access to care.
3. Member satisfaction survey – evaluation of Members' self-reported satisfaction with appointment and after-hours access.

Analysis of access data includes assessment of performance against established standards, review of trends over time, and identification of barriers. Results of analysis are reported to the Quality Improvement Committee at least annually for review and determination of opportunities for improvement. Corrective actions are initiated when performance goals are not met and for identified provider-specific or organizational trends. Performance goals are reviewed and approved annually by the Quality Improvement Committee.

Additional information on access to care is available under the Resources tab at [Molinahealthcare.com](http://Molinahealthcare.com) or is available from your local Molina Quality Department **toll free at (877) 872-4716**.

## **Quality of Provider Office Sites**

Molina has established guidelines to ensure that the offices of all Providers meet office-site and medical record keeping practices standards. Molina continually monitors Member complaints for all office sites to determine the need of an office site visit and will conduct office site visit if it is determined that such review is necessary. Molina assesses the quality, safety and accessibility of office sites where care is delivered against standards and thresholds. A standard survey form is completed at the time of each visit. This form includes the Office Site Review Guidelines and the Medical Record Keeping Practice Guidelines (as outlined above under “Medical Record Keeping Practices”) and the thresholds for acceptable performance against the criteria. This includes an assessment of:

- Physical accessibility
- Physical appearance
- Adequacy of waiting and examining room space
- Adequacy of medical/treatment record keeping

### **Physical accessibility**

Molina evaluates office sites to ensure that Members have safe and appropriate access to the office site. This includes, but is not limited to, ease of entry into the building, accessibility of space within the office site, and ease of access for physically disabled patients.

### **Physical appearance**

The site visits includes, but is not limited to, an evaluation of office site cleanliness, appropriateness of lighting, and patient safety.

### **Adequacy of waiting and examining room space**

During the site visit, Molina assesses waiting and examining room spaces to ensure that the office offers appropriate accommodations to Members. The evaluation includes, but is not limited to, appropriate seating in the waiting room areas and availability of exam tables in exam rooms.

## **Adequacy of medical record-keeping practices -**

During the site-visit, Molina discusses office documentation practices with the Provider or Provider's staff. This discussion includes a review of the forms and methods used to keep the information in a consistent manner and includes how the practice ensures confidentiality of records. Molina assesses one (1) medical/treatment record for the areas described in the Medical Record Keeping Practices section above. To ensure Member confidentiality, Molina reviews a "blinded" medical/treatment record or a "model" record instead of an actual record.

## **Monitoring Office Site Review Guidelines and Compliance Standards**

Provider office sites must demonstrate an overall eighty percent (80%) compliance with the Office Site Review Guidelines listed above. If a serious deficiency is noted during the review but the office demonstrates overall compliance, a follow-up review may be required at the discretion of the Site Reviewer to ensure correction of the deficiency.

## **Administration & Confidentiality of Facilities**

Facilities contracted with Molina must demonstrate an overall compliance with the guidelines listed below:

- Office appearance demonstrates that housekeeping and maintenance are performed appropriately on a regular basis, the waiting room is well-lit, office hours are posted and parking area and walkways demonstrate appropriate maintenance.
- Handicapped parking is available, the building and exam rooms are accessible with an incline ramp or flat entryway, and the restroom is handicapped accessible with a bathroom grab bar.
- Adequate seating includes space for an average number of patients in an hour and there is a minimum of two office exam rooms per physician.
- Basic emergency equipment is located in an easily accessible area. This includes a pocket mask and Epinephrine, plus any other medications appropriate to the practice.
- At least one CPR certified employee is available
- Yearly OSHA training (Fire, Safety, Blood borne Pathogens, etc.) is documented for offices with 10 or more employees.
- A container for sharps is located in each room where injections are given.
- Labeled containers, policies, and contracts evidence hazardous waste management.
- Patient check-in systems are confidential. Signatures on fee slips, separate forms, stickers or labels are possible alternative methods.
- Confidential information is discussed away from patients. When reception areas are unprotected by sound barriers, scheduling and triage phones are best placed at another location.
- Medical records are stored away from patient areas. Record rooms and/or file cabinets are preferably locked.
- A CLIA waiver is displayed when the appropriate lab work is run in the office.
- Prescription pads are not kept in exam rooms.
- Narcotics are locked, preferably double locked. Medication and sample access is restricted.

- System in place to ensure expired sample medications are not dispensed and injectables and emergency medication are checked monthly for outdates.
- Drug refrigerator temperatures are documented daily.

### **Improvement Plans/Corrective Action Plans**

If the medical group does not achieve the required compliance with the site review standards and/or the medical record keeping practices review standards, the Site Reviewer will do all of the following:

- Send a letter to the Provider that identifies the compliance issues.
- Send sample forms and other information to assist the Provider to achieve a passing score on the next review.
- Request the Provider to submit a written corrective action plan to Molina within thirty (30) calendar days.
- Send notification that another review will be conducted of the office in six (6) months.

When compliance is not achieved, the Provider will be required to submit a written corrective action plan (CAP) to Molina within thirty (30) calendar days of notification by Molina. The request for a CAP will be sent certified mail, return receipt requested. This improvement plan should be submitted by the office manager or Provider and must include the expected time frame for completion of activities.

Additional reviews are conducted at the office at six-month intervals until compliance is achieved. At each follow-up visit a full assessment is done to ensure the office meets performance standards. The information and any response made by the Provider is included in the Provider's permanent credentials file and reported to the Credentialing Committee on the watch status report. If compliance is not attained at follow-up visits, an updated CAP will be required.

Providers who do not submit a CAP may be terminated from network participation. Any further action is conducted in accordance with the Molina Fair Hearing Plan policy.

### **Advance Directives (Patient Self-Determination Act)**

Molina complies with the advance directives requirements of the States in which the organization provides services. Responsibilities include ensuring Members receive information regarding advance directives and that contracted Providers and facilities uphold executed documents.

Advance Directives are a written choice for health care. There are three (3) types of Advance Directives:

- **Durable Power of Attorney for Health Care:** allows an agent to be appointed to carry out health care decisions
- **Living Will:** allows choices about withholding or withdrawing life support and accepting or refusing nutrition and/or hydration

- **Guardian Appointment:** allows one to nominate someone to be appointed as Guardian if a court determines that a guardian is necessary

**When There Is No Advance Directive:** The Member's family and Provider will work together to decide on the best care for the Member based on information they may know about the Member's end-of-life plans.

Providers must inform adult Molina Members (18 years old and up) of their right to make health care decisions and execute Advance Directives. It is important that Members are informed about Advance Directives.

New adult Members or their identified personal representative will receive educational information and instructions on how to access advance directives forms in their Member Handbook, Evidence of Coverage (EOC) and other Member communications such as newsletters and the Molina website. If a Member is incapacitated at the time of enrollment, Molina will provide advance directive information to the Member's family or representative, and will follow up with information to the Member at the appropriate time. All current Members will receive annual notice explaining this information, in addition to newsletter information.

Members who would like more information are instructed to contact Member Services or are directed to the Caring Connections website at <http://www.caringinfo.org/stateaddownload> for forms available to download. Additionally, the Molina website offers information to both Providers and Members regarding advance directives, with a link to forms that can be downloaded and printed.

Molina will notify the Provider via fax of an individual Member's Advance Directives identified through Care Management, Care Coordination or Case Management. Providers are instructed to document the presence of an Advance Directive in a prominent location of the Medical Record. Auditors will also look for copies of the Advance Directive form. Advance Directives forms are State specific to meet State regulations.

Molina will look for documented evidence of the discussion between the Provider and the Member during routine Medical Record reviews.

### **Monitoring for Compliance with Standards**

Molina monitors compliance with the established performance standards as outlined above at least annually. Within thirty (30) calendar days of the review, a copy of the review report and a letter will be sent to the medical group notifying them of their results. Performance below Molina's standards may result in a corrective action plan (CAP) with a request the Provider submit a written corrective action plan to Molina within thirty (30) calendar days. Follow-up to ensure resolution is conducted at regular intervals until compliance is achieved. The information and any response made by the Provider are included in the Providers permanent credentials file. If compliance is not attained at follow-up, an updated CAP will be required. Providers who do not submit a CAP may be terminated from network participation or closed to new Members.

## **Quality Improvement Activities and Programs**

Molina maintains an active Quality Improvement Program (QIP). The QIP provides structure and key processes to carry out our ongoing commitment to improvement of care and service. The goals identified are based on an evaluation of programs and services; regulatory, contractual and accreditation requirements; and strategic planning initiatives.

### **Health Management**

The Molina Health Management Program provides for the identification, assessment, stratification, and implementation of appropriate interventions for Members with chronic diseases. For additional information, please see the Health Management heading in the Healthcare Services section of this Provider Manual.

### **Care Management**

Molina's Care Management Program involves collaborative processes aimed at meeting an individual's health needs, promoting quality of life, and obtaining best possible care outcomes to meet the Member's needs so they receive the right care, at the right time, and at the right setting. Molina's Healthcare Management includes Health Management (HM) and Case Management (CM) programs. Members may qualify for HM or CM based on confirmed diagnosis or specified criteria for the programs. These comprehensive programs are available for all Members that meet the criteria for services. For additional information please see the Care Management heading in the Healthcare Services section of this Provider Manual.

### **Clinical Practice Guidelines**

Molina adopts and disseminates Clinical Practice Guidelines (CPGs) to reduce inter-Provider variation in diagnosis and treatment. CPG adherence is measured at least annually. All guidelines are based on scientific evidence, review of medical literature and/or appropriately established authority. Clinical Practice Guidelines are reviewed annually and are updated as new recommendations are published.

Molina Clinical Practice Guidelines include the following:

- Asthma
- Attention Deficit Hyperactivity Disorder (ADHD)
- Chronic Kidney Disease
- Chronic Obstructive Pulmonary Disease (COPD)
- Depression
- Diabetes
- Heart Failure
- Hypertension
- Obesity
- Detoxification and Substance Abuse
- Opioid
- Sickle Cell Disease

- New York State Department of Health, AIDS Institute
- New York State Prenatal Care Standards

The adopted CPGs are distributed to the appropriate Providers, Provider groups, staff model facilities, delegates and Members by the Quality, Provider Services, Health Education and Member Services Departments. The guidelines are disseminated through Provider newsletters, Just the Fax electronic bulletins and other media and are available on the Molina website. Individual Providers or Members may request copies from the local Molina Quality Department **toll free at (877) 872-4716**.

### **Preventive Health Guidelines**

Molina provides coverage of diagnostic preventive procedures based on recommendations published by the U.S. Preventive Services Task Force (USPSTF) and in accordance with Centers for Medicare & Medicaid Services (CMS) guidelines. Diagnostic preventive procedures include but are not limited to:

- Perinatal/Prenatal Care
- Care for adults over the age of 19-6 years old
- Immunization schedules for adults

All guidelines are updated with each release by USPSTF and are approved by the Quality Improvement Committee. On annual basis, Preventive Health Guidelines are distributed to Providers via [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com) and the Provider Manual.

### **Cultural and Linguistic Services**

Molina works to ensure all Members receive culturally competent care across the service continuum to reduce health disparities and improve health outcomes. For additional information about Molina's program and services, please see the Cultural Competency and Linguistic Services section of this Provider Manual.

### **Measurement of Clinical and Service Quality**

Molina monitors and evaluates the quality of care and services provided to Members through the following mechanisms:

- Healthcare Effectiveness Data and Information Set (HEDIS®);
- Consumer Assessment of Healthcare Providers and Systems (CAHPS®);
- Provider Satisfaction Survey; and
- Effectiveness of Quality Improvement Initiatives.

Molina evaluates continuous performance according to, or in comparison with objectives, measurable performance standards and benchmarks at the national, regional and/or at the local/health plan level.

Contracted Providers and Facilities must allow Molina to use its performance data collected in accordance with the Provider's or facility's contract. The use of performance data may include, but is not limited to, the following: (1) development of Quality Improvement activities; (2) public reporting to consumers; (3) preferred status designation in the network; (4) and/or reduced Member cost sharing.

Molina's most recent results can be obtained from your local Molina Quality staff toll free at (877) 872-4716 or fax (844) 879-4471 or by visiting our website at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com).

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

Molina utilizes the NCQA® HEDIS® as a measurement tool to provide a fair and accurate assessment of specific aspects of managed care organization performance. HEDIS® is an annual activity conducted in the spring. The data comes from medical record review and available administrative data. All reported measures must follow rigorous specifications and are externally audited to assure continuity and comparability of results.

The HEDIS® measurement set currently includes a variety of health care aspects including immunizations, women's health screening, diabetes care, well check-ups, medication use, and cardiovascular disease.

HEDIS® results are used in a variety of ways. They are the measurement standard for many of Molina's clinical Quality activities and health improvement programs. The standards are based on established clinical guidelines and protocols, providing a firm foundation to measure the success of these programs.

Selected HEDIS® results are provided to regulatory and accreditation agencies as part of our contracts with these agencies. The data are also used to compare to established health plan performance benchmarks.

### **Consumer Assessment of Healthcare Providers and Systems (CAHPS)®**

CAHPS® is the tool used by Molina to summarize Member Satisfaction with the health care and service they receive. CAHPS® examines specific measures, including Getting Needed Care, Getting Care Quickly, How Well Doctors Communicate, Coordination of Care, Customer Service, Rating of Health Care and Getting Needed Prescription Drugs. The CAHPS® survey is administered annually in the spring to randomly selected Members by an NCQA®-Certified vendor.

CAHPS® results are used in much the same way as HEDIS® results, only the focus is on the service aspect of care rather than clinical activities. They form the basis for several of Molina's quality improvement activities and are used by external agencies to help ascertain the quality of services being delivered.

### **Experience of Care and Health Outcomes (ECHO)® Survey**

Molina obtains feedback from Members about their experience, needs, and perceptions of Members with behavioral health care. This feedback is collected at least annually to understand

how our members rate their experiences in getting treatment, communicating with their clinicians, receiving treatment and information from the plan, and perceived improvement, among other areas.

### **Effectiveness of Quality Improvement Initiatives**

Molina monitors the effectiveness of clinical and service activities through metrics selected to demonstrate clinical outcomes and service levels. The plan's performance is compared to that of available national benchmarks indicating "best practices". The evaluation includes an assessment of clinical and service improvements on an ongoing basis. Results of these measurements guide activities for the successive periods.

In addition to the methods described above, Molina also compiles complaint and appeals data as well as on requests for out-of-network services to determine opportunities for service improvements.

### **Provider Performance**

Molina collects and maintains Provider performance data from results of Quality Assurance Reporting Requirements (QARR)/Healthcare Effectiveness Data and Information Set (HEDIS) rates, Gap in Care reports, Performance Quality Indicators (PQI)/PDI, annual Medical record review (MRR) for PCPs and OB/GYNs (including Members who are in Foster Care), and CAHPS results. These data sets are used by the health plan to evaluate the performance/practice of health care professionals.

Provider performance evaluations are an ongoing process. Monthly paid claims data for Members' medical, pharmacy, dental and behavioral health services are provided to a Molina vendor for analysis and reporting. The reports generated from this data are referred to as gap in care reports and measure rate analyses. Reports are created at a large network level down to an individual Provider level. These reports are distributed to the Providers on a regular basis.

QARR/HEDIS is an annual evaluation process that measures the performance of health plans and their Providers on preventive, acute and chronic health care aspects. HEDIS is utilized by 90 percent of health plans for comparison.

Molina also completes annual medical record reviews (MRR) for both PCP's and OB/GYN's during the third quarter. A random sample is drawn for both primary care and OB/GYN physicians. Medical records are obtained from the Provider offices and reviewed for standards adopted from Clinical Practice Guidelines promoted from recognized agencies such as U.S. Preventive Services Task Force Clinical Practice Guidelines, American Academy of Pediatrics and Bright Futures, American Diabetes Association, NYS Asthma Practice Guidelines, Institute for Clinical Systems Improvement, Inc., and NYS Department of Health. If a Provider's MRR falls below eighty-five (85) percent, Molina collaborates with the Provider to develop and implement a corrective action plan.

Molina Providers receive feedback from the data results on a periodic basis and Providers may request the gap in care reports, network rates, profiling data and MRR analysis used to evaluate their performance.

Meetings are scheduled between Providers and both Quality Assurance and Provider Relations staff to discuss the Provider's performance and to work collaboratively on improving each Provider's performance.

***Provider Performance Evaluations:***

Molina will perform Provider performance evaluations including:

- The information maintained by the health plan to evaluate the performance/practice of health care professionals
- The criteria against which the performance of health professionals will be evaluated
- The process used to perform the evaluation that the plan is required to provide Providers with any information and profiling data used to evaluate the Providers performance
- The plan shall make available on a periodic basis and upon the request of the health care professional the information, profiling data and analysis used to evaluate the Provider's performance
- Each Provider shall be given the opportunity to discuss the unique nature of the Provider's professional patient population which may have bearing on the Provider's profile and to work cooperatively with the plan to improve performance

***Provider Specific Reviews:***

Random Provider specific reviews will be conducted in regard to:

- General chart documentation
- Preventive Health
- Specific diagnosis
- Prenatal Care

Any patient issues of concern will be referred to the Chief Medical Officer. The plan will contact the patient and the Provider when missing services are identified, for example, need for pap smear, immunization delay, etc. Information on the quality improvement reports and expected actions will be provided to the applicable Provider(s).

## **Section 9. Compliance**

### **Fraud Waste & Abuse**

#### **Introduction**

Molina is dedicated to the detection, prevention, investigation, and reporting of potential health care fraud, waste, and abuse. As such, Molina's Compliance department maintains a comprehensive plan, which addresses how Molina will uphold and follow state and federal statutes and regulations pertaining to fraud, waste, and abuse. The plan also addresses fraud, waste and abuse prevention and detection along with and the education of appropriate employees, vendors, Providers and associates doing business with Molina.

Molina's Special Investigation Unit (SIU) supports Compliance in its efforts to deter and prevent fraud, waste, and abuse by conducting investigations aimed at identifying suspect activity and reporting these findings to the appropriate regulatory and/or law enforcement agency.

#### **Mission Statement**

Molina regards health care fraud, waste and abuse as unacceptable, unlawful, and harmful to the provision of quality health care in an efficient and affordable manner. Molina has therefore implemented a plan to prevent, investigate, and report suspected health care fraud, waste and abuse in order to reduce health care cost and to promote quality health care.

#### **Regulatory Requirements**

##### **Federal False Claims Act**

The False Claims Act is a Federal statute that covers fraud involving any Federally funded contract or program. The act establishes liability for any person who knowingly presents or causes to be presented a false or fraudulent claim to the U.S. government for payment.

The term "knowing" is defined to mean that a person with respect to information:

- Has actual knowledge of falsity of information in the claim;
- Acts in deliberate ignorance of the truth or falsity of the information in a claim; or Acts in reckless disregard of the truth or falsity of the information in a claim.

The act does not require proof of a specific intent to defraud the U.S. government. Instead, health care Providers can be prosecuted for a wide variety of conduct that leads to the submission of fraudulent claims to the government, such as knowingly making false statements, falsifying records, double-billing for items or services, submitting bills for services never performed or items never furnished or otherwise causing a false claim to be submitted.

##### **Deficit Reduction Act**

The Deficit Reduction Act ("DRA") aims to cut fraud, waste and abuse from the Medicare and Medicaid programs.

Health care entities like Molina who receive or pay out at least \$5 million dollars in Medicaid funds per year must comply with the DRA. As a contractor doing business with Molina, Providers and their staff have the same obligation to report any actual or suspected violation of Medicare/Medicaid funds either by fraud, waste or abuse. Entities must have written policies that inform employees, contractors, and agents of the following:

- The Federal False Claims Act and state Laws pertaining to submitting false claims;
- How Providers will detect and prevent fraud, waste, and abuse;
- Employee protection rights as a whistleblowers.

The Federal False Claims Act and the State Medicaid False Claims Act have Qui Tam language commonly referred to as “whistleblower” provisions. These provisions encourage employees (current or former) and others to report instances of fraud, waste or abuse to the government. The government may then proceed to file a lawsuit against the organization/individual accused of violating the False Claims acts. The whistleblower may also file a lawsuit independently. Cases found in favor of the government will result in the whistleblower receiving a portion of the amount awarded to the government.

Whistleblower protections state that employees who have been discharged, demoted, suspended, threatened, harassed or otherwise discriminated against due to their role in disclosing or reporting a false claim are entitled to all relief necessary to make the employee whole including:

- Employment reinstatement at the same level of seniority;
- Two times the amount of back pay plus interest;
- Compensation for special damages incurred by the employee as a result of the employer’s inappropriate actions.

Affected entities who fail to comply with the Law will be at risk of forfeiting all Medicaid payments until compliance is met. Molina will take steps to monitor Molina contracted Providers to ensure compliance with the Law.

**Anti-Kickback Statute** – Provides criminal penalties for individuals or entities that knowingly and willfully offer, pay, solicit, or receive remuneration in order to induce or reward business payable or reimbursable under the Medicare or other Federal health care programs.

**Stark Statute** – Similar to the Anti-Kickback Statute, but more narrowly defined and applied. It applies specifically to Medicare and Medicaid services provided only by physicians, rather than by all health care Providers.

**Sarbanes-Oxley Act of 2002** – Requires certification of financial statements by both the Chief Executive Officer and the Chief Financial Officer. The Act states that a corporation must assess the effectiveness of its internal controls and report this assessment annually to the Securities and Exchange Commission.

## **Definitions**

**Fraud:** means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State Law. (42 CFR § 455.2)

**Waste:** Health care spending that can be eliminated without reducing the quality of care. Quality waste includes, overuse, underuse, and ineffective use. Inefficiency waste includes redundancy, delays, and unnecessary process complexity. An example would be the attempt to obtain reimbursement for items or services where there was no intent to deceive or misrepresent, however the outcome resulted in poor or inefficient billing methods (e.g. coding) causing unnecessary costs to the Medicaid program.

**Abuse:** Actions that may, directly or indirectly, result in: unnecessary costs to the Medicaid Program, improper payment, payment for services that fail to meet professionally recognized standards of care, or services that are medically unnecessary. Abuse involves payment for items or services when there is no legal entitlement to that payment and the Provider has not knowingly and/or intentionally misrepresented facts to obtain payment. Abuse cannot be differentiated categorically from fraud, because the distinction between “fraud” and “abuse” depends on specific facts and circumstances, intent and prior knowledge, and available evidence, among other factors.

### **Examples of Fraud, Waste and Abuse by a Provider**

The types of questionable Provider schemes investigated by Molina include, but are not limited to the following:

- A Provider knowingly and willfully referring a Member to health care facilities in which or with which the physician has a financial relationship. (Stark Law)
- Altering claims and/or medical record documentation in order to get a higher level of reimbursement.
- Balance billing a Molina Member for covered services. This includes asking the Member to pay the difference between the discounted and negotiated fees, and the Provider’s usual and customary fees.
- Billing and providing for services to Members that are not medically necessary.
- Billing for services, procedures and/or supplies that have not been rendered.
- Billing under an invalid place of service in order to receive or maximize reimbursement.
- Completing certificates of Medical Necessity for Members not personally and professionally known by the Provider.
- Concealing a Member’s misuse of a Molina identification card.
- Failing to report a Member’s forgery or alteration of a prescription or other medical document.
- False coding in order to receive or maximize reimbursement.
- Inappropriate billing of modifiers in order to receive or maximize reimbursement.
- Inappropriately billing of a procedure that does not match the diagnosis in order to receive or maximize reimbursement.
- Knowingly and willfully soliciting or receiving payment of kickbacks or bribes in exchange for referring patients.
- Not following incident to billing guidelines in order to receive or maximize reimbursement.

- Overutilization
- Participating in schemes that involve collusion between a Provider and a Member that result in higher costs or charges.
- Questionable prescribing practices.
- Unbundling services in order to get more reimbursement, which involves separating a procedure into parts and charging for each part rather than using a single global code.
- Underutilization, which means failing to provide services that are Medically Necessary.
- Upcoding, which is when a Provider does not bill the correct code for the service rendered, and instead uses a code for a like services that costs more.
- Using the adjustment payment process to generate fraudulent payments.



### Examples of Fraud, Waste, and Abuse by a Member

The types of questionable Member schemes investigated by Molina include, but are not limited to, the following:

- Benefit sharing with persons not entitled to the Member's benefits.
- Conspiracy to defraud Medicaid.
- Doctor shopping, which occurs when a Member consults a number of Providers for the purpose of inappropriately obtaining services.
- Falsifying documentation in order to get services approved.
- Forgery related to health care.
- Prescription diversion, which occurs when a Member obtains a prescription from a Provider for a condition that he/she does not suffer from and the Member sells the medication to someone else.

## **Review of Provider Claims and Claims System**

Molina Claims Examiners are trained to recognize unusual billing practices and to detect fraud, waste and abuse. If the Claims Examiner suspects fraudulent, abusive or wasteful billing practices, the billing practice is documented and reported to the Compliance Department.

The claims payment system utilizes system edits and flags to validate those elements of claims are billed in accordance with standardized billing practices; ensure that claims are processed accurately and ensure that payments reflect the service performed as authorized.

Molina performs auditing to ensure the accuracy of data input into the claims system. The Claims department conducts regular audits to identify system issues or errors. If errors are identified, they are corrected and a thorough review of system edits is conducted to detect and locate the source of the errors.

## **Prepayment Fraud, Waste, and Abuse Detection Activities**

Through implementation of claims edits, Molina's claims payment system is designed to audit claims concurrently, in order to detect and prevent paying claims that are inappropriate.

## **Post-payment Recovery Activities**

The terms expressed in this section of this Provider Manual are incorporated into the Provider Agreement, and are intended to supplement, rather than diminish, any and all other rights and remedies that may be available to Molina under the Provider Agreement or at Law or equity. In the event of any inconsistency between the terms expressed here and any terms expressed in the Provider Agreement, the parties agree that Molina shall in its sole discretion exercise the terms that are expressed in the Provider Agreement, the terms that are expressed here, its rights under Law and equity, or some combination thereof.

Provider will provide Molina, governmental agencies and their representatives or agents, access to examine, audit, and copy any and all records deemed by Molina, in Molina's sole discretion, necessary to determine compliance with the terms of the Provider Agreement, including for the purpose of investigating potential fraud, waste and abuse. Documents and records must be readily accessible at the location where Provider provides services to any Molina Members. Auditable documents and records include, but are not limited to, medical charts; patient charts; billing records; and coordination of benefits information. Production of auditable documents and records must be provided in a timely manner, as requested by Molina and without charge to Molina. In the event Molina identifies fraud, waste or abuse, Provider agrees to repay funds or Molina may seek recoupment.

If a Molina auditor is denied access to Provider's records, all of the claims for which Provider received payment from Molina is immediately due and owing. If Provider fails to provide all requested documentation for any claim, the entire amount of the paid Claim is immediately due and owing. Molina may offset such amounts against any amounts owed by Molina to Provider. Provider must comply with all requests for documentation and records timely (as reasonably requested by Molina) and without charge to Molina. Claims for which Provider fails to furnish

supporting documentation during the audit process are not reimbursable and are subject to chargeback.

Provider acknowledges that HIPAA specifically permits a covered entity, such as Provider, to disclose protected health information for its own payment purposes (see 45 CFR 164.502 and 45 CFR 154.501). Provider further acknowledges that in order to receive payment from Molina, Provider is required to allow Molina to conduct audits of its pertinent records to verify the services performed and the payment claimed, and that such audits are permitted as a payment activity of Provider under HIPAA and other applicable privacy Laws.

### **Provider Education**

When Molina identifies through an audit or other means a situation with a Provider (e.g. coding, billing) that is either inappropriate or deficient, Molina may determine that a Provider education visit is appropriate.

The Molina Provider Services Representative will inform the Provider's office that an on-site meeting is required in order to educate the Provider on certain issues identified as inappropriate or deficient.

### **Reporting Fraud, Waste and Abuse**

If you suspect cases of fraud, waste, or abuse, you must report it by contacting the Molina AlertLine. AlertLine is an external telephone and web based reporting system hosted by NAVEX Global, a leading Provider of compliance and ethics hotline services. AlertLine telephone and web based reporting is available twenty-four (24) hours a day, seven (7) days a week, three-hundred-sixty (365) days a year. When you make a report, you can choose to remain confidential or anonymous. If you choose to call AlertLine, a trained professional at NAVEX Global will note your concerns and provide them to the Molina Compliance Department for follow-up. If you elect to use the web-based reporting process, you will be asked a series of questions concluding with the submission of your report. Reports to AlertLine can be made from anywhere within the United States with telephone or internet access.

Molina AlertLine can be reached toll free at **1-866-606-3889** or you may use the service's website to make a report at any time at <https://MolinaHealthcare.alertline.com>

You may also report cases of fraud, waste or abuse to Molina's Compliance Department. You have the right to have your concerns reported anonymously without fear of retaliation.

Molina Healthcare of New York  
Attn: Compliance  
5232 Witz Drive  
North Syracuse, NY 13212

Remember to include the following information when reporting:

- Nature of complaint.

- The names of individuals and/or entity involved in suspected fraud and/or abuse including address, phone number, Molina Member ID number and any other identifying information.

Suspected fraud and abuse may also be reported directly to the State at:

NYS Medicaid Inspector General  
Toll Free Phone: 1-877-87FRAUD (1-877-873-7283)

## **HIPAA Requirements and Information**

### **HIPAA (The Health Insurance Portability and Accountability Act)**

#### **Molina's Commitment to Patient Privacy**

Protecting the privacy of Members' personal health information is a core responsibility that Molina takes very seriously. Molina is committed to complying with all Federal and State Laws regarding the privacy and security of Members' protected health information (PHI).

#### **Provider Responsibilities**

Molina expects that its contracted Provider will respect the privacy of Molina Members (including Molina Members who are not patients of the Provider) and comply with all applicable Laws and regulations regarding the privacy of patient and Member PHI. Molina provides its Members with a privacy notice upon their enrollment in our health plan. The privacy notice explains how Molina uses and discloses their PHI and includes a summary of how Molina safeguards their PHI.

#### **Applicable Laws**

Providers must understand all State and Federal health care privacy Laws applicable to their practice and organization. Currently, there is no comprehensive regulatory framework that protects all health information in the United States; instead there is a patchwork of Laws that Providers must comply with. In general, most health care Providers are subject to various Laws and regulations pertaining to privacy of health information, including, without limitation, the following:

##### **1. - Federal Laws and Regulations**

- HIPAA
- The Health Information Technology for Economic and Clinical Health Act (HITECH)
- 42 C.F.R Part 2
- Medicare and Medicaid Laws
- The Affordable Care Act

##### **2. - State Medical Privacy Laws and Regulations.** Providers should be aware that HIPAA provides a floor for patient privacy but that State Laws should be followed in certain situations, especially if the State Law is more stringent than HIPAA. Providers should consult with their own legal counsel to address their specific situation.

## Uses and Disclosures of PHI -

Member and patient PHI should only be used or disclosed as permitted or required by applicable Law. Under HIPAA, a Provider may use and disclose PHI for their own treatment, payment, and health care operations activities (TPO) without the consent or authorization of the patient who is the subject of the PHI. Uses and disclosures for TPO apply not only to the Provider's own TPO activities, but also for the TPO of another covered entity<sup>1</sup>. Disclosure of PHI by one covered entity to another covered entity, or health care Provider, for the recipient's TPO is specifically permitted under HIPAA in the following situations:

1. A covered entity may disclose PHI to another covered entity or a health care Provider for the payment activities of the recipient. Please note that "payment" is a defined term under the HIPAA Privacy Rule that includes, without limitation, utilization review activities, such as preauthorization of services, concurrent review, and retrospective review of "services<sup>2</sup>."
2. A covered entity may disclose PHI to another covered entity for the health care operations activities of the covered entity that receives the PHI, if each covered entity either has or had a relationship with the individual who is the subject of the PHI being requested, the PHI pertains to such relationship, and the disclosure is for the following health care operations activities:
  - Quality improvement;
  - Disease management;
  - Case management and care coordination;
  - Training Programs;
  - Accreditation, licensing, and credentialing

Importantly, this allows Providers to share PHI with Molina for our health care operations activities, such as HEDIS® and Quality Improvement.

## Confidentiality of Substance Use Disorder Patient Records

Federal Confidentiality of Substance Use Disorder Patients Records regulations apply to any entity or individual providing federally-assisted alcohol or drug abuse prevention treatment. Records of the identity, diagnosis, prognosis, or treatment of any patient which are maintained in connection with substance use disorder treatment or programs are confidential and may be disclosed only as permitted by 42 CFR Part 2. Although HIPAA protects substance use disorder information, the Federal Confidentiality of Substance Use Disorder Patients Records regulations are more restrictive than HIPAA and they do not allow disclosure without the Member's written consent except as set forth in 42 CFR Part 2.

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<sup>1</sup>See, Sections 164.506(c) (2) & (3) of the HIPAA Privacy Rule.

<sup>2</sup>See the definition of Payment, Section 164.501 of the HIPAA Privacy Rule

## **Inadvertent Disclosures of PHI -**

Molina may, on occasion, inadvertently misdirect or disclose PHI pertaining to Molina Member(s) who are not the patients of the Provider. In such cases, the Provider shall return or securely destroy the PHI of the affected Molina Members in order to protect their privacy. The Provider agrees to not further use or disclose such PHI, and further agrees to provide an attestation of return, destruction and non-disclosure of any such misdirected PHI upon the reasonable request of Molina.

## **Written Authorizations**

Uses and disclosures of PHI that are not permitted or required under applicable Law require the valid written authorization of the patient. Authorizations should meet the requirements of HIPAA and applicable State Law. A sample Authorization for the Use and Disclosure of Protected Health Information is included at the end of this section.

## **Patient Rights**

Patients are afforded various rights under HIPAA. Molina Providers must allow patients to exercise any of the below-listed rights that apply to the Provider's practice:

1. **Notice of Privacy Practices** Providers that are covered under HIPAA and that have a direct treatment relationship with the patient should provide patients with a notice of privacy practices that explains the patient's privacy rights and the process the patient should follow to exercise those rights. The Provider should obtain a written acknowledgment that the patient received the notice of privacy practices.
2. **Requests for Restrictions on Uses and Disclosures of PHI** Patients may request that a health care Provider restrict its uses and disclosures of PHI. The Provider is not required to agree to any such request for restrictions.
3. **Requests for Confidential Communications** Patients may request that a health care Provider communicate PHI by alternative means or at alternative locations. Providers must accommodate reasonable requests by the patient.
4. **Requests for Patient Access to PHI** Patients have a right to access their own PHI within a Provider's designated record set. Personal representatives of patients have the right to access the PHI of the subject patient. The designated record set of a Provider includes the patient's medical record, as well as billing and other records used to make decisions about the Member's care or payment for care.
5. **Request to Amend PHI** Patients have a right to request that the Provider amend information in their designated record set.
6. **Request Accounting of PHI Disclosures** Patients may request an accounting of disclosures of PHI made by the Provider during the preceding six (6) year period. The list of disclosures does not need to include disclosures made for treatment, payment, or health care operations or made prior to April 14, 2003.

## **HIPAA Security**

Providers must implement and maintain reasonable and appropriate safeguards to protect the confidentiality, availability, and integrity of Molina Member and patient PHI. As more Providers implement electronic health records, Providers need to ensure that they have implemented and maintain appropriate cyber security measures. Providers should recognize that identity theft – both financial and medical -- is a rapidly growing problem and that their patients trust their health care Providers to keep their most sensitive information private and confidential.

Medical identity theft is an emerging threat in the health care industry. Medical identity theft occurs when someone uses a person's name and sometimes other parts of their identity –such as health insurance information—without the person's knowledge or consent to obtain health care services or goods. Medical identity theft frequently results in erroneous entries being put into existing medical records. Providers should be aware of this growing problem and report any suspected fraud to Molina.

## **HIPAA Transactions and Code Sets**

Molina requires the use of electronic transactions to streamline health care administrative activities. Molina Providers must submit Claims and other transactions to Molina using electronic formats. Certain electronic transactions in health care are subject to HIPAA's Transactions and Code Sets Rule including, but not limited to, the following:

- Claims and Encounters
- Member eligibility status inquiries and responses
- Claims status inquiries and responses
- Authorization requests and responses
- Remittance advices

Molina is committed to complying with all HIPAA Transaction and Code Sets standard requirements. Providers should refer to Molina's website at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com) for additional information regarding HIPAA standard transactions.

1. Click on the area titled "I'm a Health Care Professional"
2. Click the tab titled "HIPAA"
3. Click on the tab titled "HIPAA Transactions" or "HIPAA Code Sets"

## **Code Sets**

HIPAA regulations require that only approved code sets may be used in standard electronic transactions. For Claims with dates of service prior to October 1, 2015, ICD-9 coding must be used. For Claims with dates of service on or after October 1, 2015, Providers must use the ICD-10 code sets.

## **National Provider Identifier**

Provider must comply with the National Provider Identifier (NPI) Rule promulgated under HIPAA. The Provider must obtain an NPI from the National Plan and Provider Enumeration System (NPPES) for itself or for any subparts of the Provider. The Provider must report its NPI

and any subparts to Molina and to any other entity that requires it. Any changes in its NPI or subparts information must be reported to NPES within thirty (30) days and should also be reported to Molina within thirty (30) days of the change. Providers must use their NPI to identify it on all electronic transactions required under HIPAA and on all Claims and Encounters submitted to Molina.

### **Additional Requirements for Delegated Providers**

Providers that are delegated for Claims and Utilization Management activities are the “business associates” of Molina. Under HIPAA, Molina must obtain contractual assurances from all business associates that they will safeguard Member PHI. Delegated Providers must agree to various contractual provisions required under HIPAA’s Privacy and Security Rules.

### **Reimbursement for Copies of PHI**

Molina does not reimburse Providers for copies of PHI related to our Members. These requests may include, although are not limited to, the following purposes:

- Utilization Management;
- Care Coordination and/or Complex Medical Care Management Services;
- Claims Review;
- Resolution of an Appeal and/Grievance;
- Anti-Fraud Program Review;
- Quality of Care Issues;
- Regulatory Audits;
- Risk Adjustment;
- Treatment, Payment and/or Operation Purposes; and
- Collection of HEDIS® medical records.

### **Information Security**

#### **1. Network Security.**

Provider agrees at all times to maintain network security that—at a minimum—includes: network firewall provisioning, intrusion and threat detection, and regular (three [3] or more annually) third party vulnerability assessments. Provider agrees to maintain network security that conforms to generally recognized industry standards and best practices that Provider shall apply to its own network (refer to “12. Industry Standards”).

#### **2. Application Security.**

Provider agrees at all times to provide, maintain, and support its software and subsequent updates, upgrades, and bug fixes such that the software is, and remains, secure from those vulnerabilities in accordance with industry practices or standards.

#### **3. Data Security.**

Provider agrees to preserve the confidentiality, integrity and accessibility of Molina data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that Provider then applies to its own processing environment (refer

to “12. Industry Standards”). Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by Provider or open source support.

#### **4. Data Storage.**

Provider agrees that any and all Molina data will be stored, processed, and maintained solely on designated target servers and that no Molina data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Provider's designated backup and recovery processes and encrypted (refer to “6. Data Encryption”).

#### **5. Data Transmission.**

Provider agrees that any and all electronic transmission or exchange of system and application data with Molina and/or any other parties expressly designated by Molina shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with Federal Information Processing Standard Publication 140-2 (“FIPS PUB 140-2”) and Section 7. Data Re-Use.

#### **6. Data Encryption.**

Provider agrees to store all Molina backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Provider further agrees that any and all Molina data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption, a 1024 (or larger) bit key length for asymmetric encryption, and FIPS PIB 140-2.

#### **7. Data Re-Use.**

Provider agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Provider Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Provider. Provider further agrees that no Molina data of any kind shall be transmitted, exchanged or otherwise passed to other Providers or interested parties except on a case-by-case basis as specifically agreed to in writing by Molina.

#### **8. End of Provider Agreement Data Handling.**

Provider agrees that upon termination of the Provider Agreement and upon Molina’s written approval it shall erase, destroy, and render unrecoverable all Molina data and certify in writing that these actions have been completed within thirty (30) days of the termination of the Provider Agreement or within seven (7) days of the request of an agent of Molina, whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards and Technology (“NIST”) Guidelines for Media Sanitization (SP800-88, Appendix A).

#### **9. Security Breach Notification.**

Provider agrees to comply with all applicable laws that require the notification of Molina, in the event of an unauthorized disclosure or breach of information or other events requiring notification. Molina will then decide on further action including, but not limited to, notification to effected individuals or government entities. In the event of a breach of any of Provider's security obligations, or other events requiring notification under applicable law, Provider agrees to:

- a. Notify the Molina Chief Information Security Officer by telephone and email of such an event within twenty-four (24) hours of discovery;
- b. Upon Molina's prior written request, assume responsibility for informing all such individuals in accordance with applicable law; and
- c. Indemnify, hold harmless and defend Molina and its trustees, officers, and employees from and against any claims, damages, or other harm related to such event.

#### **10. Right to Audit.**

Molina or a Molina-appointed audit firm ("Auditors") has the right to audit the Provider and the Provider's sub-Providers or affiliates that provide a service for the processing, transport or storage of Molina's data. Molina will announce their intent to audit the Provider by providing at a minimum of ten (10) business days' notice to the Provider. This notice will go to the Provider that the Provider Agreement is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Provider's premises, the Provider will allow Molina or Auditors access to their site or share on the desktop screen in an audio-video conference. Where necessary, the Provider will provide a personal site guide for Molina or Auditors while on site. If site visit is necessary, the Provider will provide a private workspace on site with electrical and internet connectivity for data review, analysis and meetings. The Provider will make necessary employees or Providers available for interviews in person or on the phone during the time frame of the audit.

In lieu of Molina or its appointed audit firm performing their own audit, if the Provider has an external, independent audit firm that performs a certified SOC or HITRUST review, Molina has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SOC or HITRUST review for testing the controls that have an impact on Molina data. Audits will be at Molina's sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the Provider.

#### **11. Provider Warranty.**

Provider (i) warrants that the services provided in the Provider Agreement will be in substantial conformity with the information provided in Provider's response to Molina's Due Diligence/Security Assessment questionnaire; (ii) agrees to inform Molina promptly of any material variation in operations from that reflected in the Provider's response to Molina's Due Diligence/Security Assessment; and (iii) agrees that any material deficiency in operations from those as described in the Provider's Response to Molina's Due Diligence/Security Assessment questionnaire will be deemed a material breach of the Provider Agreement.

#### **12. Industry Standards.**

Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

- a. Center for Internet Security - <http://www.cisecurity.org>
- b. Payment Card Industry/Data Security Standards ("PCI/DSS") - <http://www.pcisecuritystandards.org/>
- c. National Institute for Standards and Technology (NIST 800-53) - <http://csrc.nist.gov>
- d. Federal Information Security Management Act ("FISMA") - <http://csrc.nist.gov>
- e. ISO/IEC 27000-series - <http://www.iso27001security.com/>
- f. [HIPAA and HITECH](#)
- g. [Federal Risk and Authorization Management Program \("FedRamp"\)](#)

### **13. - Business Continuity ("BC") and Disaster Recovery ("DR").**

As part of its Business Continuity Management Program, Molina requires Providers to have documented procedures in place to ensure continuity of the Providers' business operations during an Incident that may otherwise disrupt the Provider's delivery of services to Molina.

For the purposes of this Section 13, an "Incident" is defined as a situation that might be, or could lead to, a disruption, loss, emergency or crisis (Source: *ISO 22300:2012 - Societal security – Terminology*).

#### **A. Resilience Questionnaire**

- i. Providers shall complete a questionnaire provided by Molina to establish the resilience capabilities of the Provider.

#### **B. BC and DR Plans**

- i. The Provider's procedures addressing continuity of business operations shall be collected and/or summarized in a documented business continuity plan ("BCP").
- ii. Included within the BCP's content shall be identification of the service level agreement(s) established between the Provider and Molina.
- iii. The BCP shall also indicate where Molina ranks among the Provider's other customers in recovery priority.
- iv. Providers shall develop information technology disaster recovery or systems contingency plans consistent with the guidelines set forth in the National Institute of Standards and Technology ("NIST") Special Publication 800-34 Revision 1 ("*Contingency Planning Guide for Federal Information Systems*"), or a similar standard.
- v. The BC and DR plans may be separate documents, or may be consolidated into a single document.
- vi. The Provider's operating practices and BC and DR plan(s) must ensure compliance with the Security Rule of the Health Insurance Portability and Accountability Act ("HIPAA"), i.e., Title 45 of the Code of Federal Regulations, Parts 160, 162, and 164.
- vii. The Provider's operating practices, BC, and DR plan(s) shall also comply with the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Subtitles A, B, and D.

#### **C. BC and DR Plan Submission and Modification**

- i. Upon written request, Provider shall promptly, but no later than five (5) business days after such request, provide Molina an electronic copy of its current BC and DR plan(s).
  - ii. In the event Provider makes a material change to its BC and DR plan(s), Provider shall give Molina at least a fifteen (15) day notice prior to implementation of the change.
- D. Provider shall notify Molina as soon as practicable but not to exceed twenty-four (24) hours of Provider's discovery of any BC or DR incident such as interruption of business operations that may interfere with the delivery of services to Molina or detrimentally effects Molina's Information Systems or Nonpublic Information (as those terms are defined by 23 NYCRR 500).
  - i. BC and DR Testing
- E. Provider shall exercise its BC and DR plan(s) at least once each calendar year, and shall provide Molina a written report in electronic format upon request.
- F. At a minimum, the test report shall include the date of the test, a description of activities performed, results of the activities, corrective actions identified, and modifications to plans based on results of the exercise(s).
  - i. Preferred standards/guidelines for BC and DR include, but are not limited to:
    - a. International Organization for Standardization (ISO) 22301 – *"Societal security – Business continuity management systems – Requirements"*
    - b. Disaster Recovery Institute International (DRI) Professional Practices
    - c. National Institute of Standards and Technology (NIST) Special Publication 800-34 Revision 1 – *"Contingency Planning Guide for Federal Information Systems"*

## **Cybersecurity**

- 1. Molina is required by law to implement a Cybersecurity Program that, among other things:
  - A. protects the confidentiality, integrity, and availability of its Information Systems;
  - B. identifies and assesses internal and external cybersecurity risks that may threaten its Nonpublic Information stored on its Information Systems;
  - C. uses defensive infrastructure and implements policies and procedures to protect its Information Systems and Nonpublic Information from unauthorized access, use or malicious acts;
  - D. detects Cybersecurity Events;
  - E. responds to identified or detected Cybersecurity Events;
  - F. recovers and restores normal operations; and
  - G. fulfills applicable regulatory reporting obligations.
- 2. As part of its Cybersecurity Program, Molina is also required by law to ensure the security of its Information Systems and Nonpublic Information accessible to or held by Third Party Service Providers ("TPSPs") such as Provider. Therefore, TPSPs must have, and permit Molina to audit via written request, the cybersecurity measures,

safeguards and standards used by such TPSPs including, but not limited to, the policies, procedures and practices:

- A. Delineating access controls, including Multi-Factor Authentication, to limit access to Molina's Information Systems and Nonpublic Information accessible to or held by the TPSP;
- B. Using encryption to protect Molina's Nonpublic Information, in transit and at rest, accessible to or held by the TPSP;
- C. Requiring notice to be provided to Molina if a Cybersecurity Event threatens or affects Molina's Information Systems or Nonpublic Information accessible to or held by the TPSP. Such notice must be provided to Molina within seventy-two (72) hours from a determination that a Cybersecurity Event has occurred that is either of the following:
  - (i.) Cybersecurity Events impacting Molina of which notice is required to be provided to any government body, self-regulatory agency or any other supervisory body; or,
  - (ii.) Cybersecurity Events that have a reasonable likelihood of materially harming any material part of the normal operation(s) of Molina; and
- D. Ensuring the security of Molina's Information Systems and Nonpublic Information accessible to or held by the TPSP.

## **Definitions**

"Affiliate" means any Person that controls, is controlled by or is under common control with another Person. For purposes of this subsection, control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of stock of such Person or otherwise.

"Cybersecurity Program" means a program designed to protect the confidentiality, integrity and availability of the Covered Entity's Information Systems.

"Cybersecurity Event" means any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse an Information System or information stored on such Information System.

"Multi-Factor Authentication" means authentication through verification of at least two of the following types of authentication factors: (1) Knowledge factors, such as a password; (2) Possession factors, such as a token or text message on a mobile phone; or (3) Inherence factors, such as a biometric characteristic.

"Nonpublic Information" means all electronic information that is not publicly available information and is:

- (1) Business related information of Molina the tampering with which, or unauthorized disclosure, access or use of which, would cause a material adverse impact to the business, operations or security of Molina;
- (2) Any information concerning an individual which because of name, number, personal mark, or other identifier can be used to identify such individual, in combination with any one or more of the following data elements: (i) social security number, (ii) drivers' license number or non-driver identification card number, (iii) account number, credit or debit card

- number, (iv) any security code, access code or password that would permit access to an individual's financial account; or (v) biometric records;
- (3) Any information or data, except age or gender, in any form or medium created by or derived from a health care provider or an individual and that relates to (i) the past, present or future physical, mental or behavioral health or condition of any individual or a member of the individual's family, (ii) the provision of health care to any individual, or (iii) payment for the provision of health care to any individual.

"Information System" means a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination or disposition of electronic information, as well as any specialized system.

"Third Party Service Provider" ("TPSP") means an entity that (i) is not an affiliate of Molina, (ii) provides services to Molina, and (iii) maintains, processes or otherwise is permitted access to Nonpublic Information through its provision of services to Molina.

All other provisions of the Provider Agreement shall remain unchanged and in full force and effect.



Health Insurance Portability and Accountability Act (HIPAA) Authorization Form

I, \_\_\_\_\_, authorize Molina Healthcare of New York, Inc. (Molina) to release and/or discuss my Protected Health Information (PHI) with the following individual(s) for the purposes of care coordination, diagnosis, services and/or treatment:

Name	Relationship to Beneficiary

**Section 1: Acknowledgment of Release of Protected Health Information**

I acknowledge that the PHI released and/or discussed may include, but is not limited to:

- Claims related information
- Treatment and/or diagnosis related information received from a physician or treatment facility (ex: hospital)
- Medications that I am taking or have been prescribed to me
- Appointment times and locations

I acknowledge that the individual(s) listed is/are only authorized to discuss PHI. The form does **not** give the individual(s) listed the right to make healthcare decisions for me, without my permission and consent, and this form does **not** remove any of the rights, privileges, and/or abilities of the beneficiary to make decisions for his/her own healthcare.

**Section 2: Time Frame and Notice of Right to Revoke Authorization (circle 1 or 2)**

This authorization is valid up to (1) \_\_\_\_\_ (period of time or specific date) or (2) until the member deems the authorization unnecessary or unwanted. Further, this authorization may be revoked **at any time** by completing the HIPAA Authorization Revocation Form and returning it to at Molina. This form can be provided by Molina.

5232 Witz Drive • North Syracuse, NY 13212-6501

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**Section 3: Acknowledgement and Signature**

By signing this form, I acknowledge that:

- I am not required to sign this authorization in order to receive services from Molina, and any refusal will not affect my ability to receive, or the quality of, my services.
- The above named individual(s) is/are authorized to discuss my PHI and does **not** have the right to make healthcare decisions for me without my permission and consent.
- The above named individual(s) may not be covered by any privacy laws and once my PHI is disclosed to them, the individual(s) may redisclose my information.
- I may revoke this authorization in writing at any time and for any reason by completing the HIPAA Authorization Revocation Form, with or without the consent of the individual(s) listed above.

<b>Beneficiary Signature</b>	<b>Enrollee ID Number</b>	<b>Date</b>
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Please return this form and any accompanying documentation securely via one of the following methods:

Mail (Tracked and/or Certified)  
Attn: Service Fulfillment Press Telegram  
Molina Healthcare Inc.  
604 Pine Ave.  
Long Beach, CA 90802-9877

Fax:  
(844) 834-2155

If you have questions regarding this letter, call Member Services at (800) 223-7242 (TTY: 711), Monday – Friday, 8:00 a.m. to 6:00 p.m.

5232 Witz Drive • North Syracuse, NY 13212-6501

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## Section 10. Claims and Compensation

As a contracted Provider, it is important to understand how the Claims process works to avoid delays in processing your Claims. The following items are covered in this section for your reference:

- Hospital-Acquired Conditions and Present on Admission Program
- Claim Submission
- Coordination of Benefits (COB)/Third Party Liability (TPL)
- Timely Claim Filing
- Claim Editing Process
- Claim Review
- Claim Auditing
- Corrected Claims
- Timely Claim Processing
- Electronic Claim Payment
- Overpayments and Incorrect Payments
- Claims Disputes/Reconsiderations
- Billing the Member
- Fraud and Abuse
- Encounter Data

### Hospital-Acquired Conditions and Present on Admission Program

The Deficit Reduction Act of 2005 (DRA) mandated that Medicare establish a program that would reduce reimbursement for certain conditions that occur as a direct result of a hospital stay. CMS titled the program “Hospital-Acquired Conditions and Present on Admission Indicator Reporting” (HAC and POA). The Deficit Reduction Act of 2005 (DRA) mandated that Medicare establish a program that would modify reimbursement for fee for service beneficiaries when certain conditions occurred as a direct result of a hospital stay that could have been reasonably prevented by the use of evidenced-based guidelines. CMS titled the program “Hospital-Acquired Conditions and Present on Admission Indicator Reporting” (HAC and POA).

Hospital Acquired Conditions include the following events occurring during a hospital stay. The following is a list of CMS Hospital Acquired Conditions. Effective October 1, 2008, CMS reduces payment for hospitalizations complicated by these categories of conditions that were not present on admission (POA):

1. Foreign Object Retained After Surgery
2. Air Embolism
3. Blood Incompatibility
4. Stage III and IV Pressure Ulcers
5. Falls and Trauma
  - a. Fractures
  - b. Dislocations
  - c. Intracranial Injuries

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- d. Crushing Injuries
- e. Burn
- f. Other Injuries
- 6. Manifestations of Poor Glycemic Control
  - a. Hypoglycemic Coma
  - b. Diabetic Ketoacidosis
  - c. Non-ketotic Hyperosmolar Coma
  - d. Secondary Diabetes with Ketoacidosis
  - e. Secondary Diabetes with Hyperosmolarity
- 7. Catheter-Associated Urinary Tract Infection (UTI)
- 8. Vascular Catheter-Associated Infection
- 9. Surgical Site Infection Following Coronary Artery Bypass Graft – Mediastinitis
- 10. Surgical Site Infection Following Certain Orthopedic Procedures:
  - a. Spine
  - b. Neck
  - c. Shoulder
  - d. Elbow
- 11. Surgical Site Infection Following Bariatric Surgery Procedures for Obesity:
  - a. Laparoscopic Gastric Restrictive Surgery
  - b. Laparoscopic gastric bypass
  - c. Gastroenterostomy
- 12. Surgical Site Infection Following Placement of Cardiac Implantable Electronic Device (CIED)
- 13. Iatrogenic Pneumothorax with Venous Catheterization
- 14. Deep Vein Thrombosis (DVT)/Pulmonary Embolism (PE) Following Certain Orthopedic Procedures
  - a. Total Knee Replacement
  - b. Hip Replacement

**What this means to Providers:**

- Acute IPPS Hospital claims will be returned with no payment if the POA indicator is coded incorrectly or missing; and
- No additional payment will be made on IPPS hospital claims for conditions that are acquired during the patient's hospitalization.

If you would like to find out more information regarding the Medicare HAC/POA program, including billing requirements, the following CMS site provides further information:

<http://www.cms.hhs.gov/HospitalAcqCond/>

**Claim Submission**

Participating Providers are strongly encouraged to submit Claims to Molina with appropriate documentation. Providers must follow the appropriate State and CMS Provider billing guidelines. Providers are strongly encouraged to utilize electronic billing through a

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clearinghouse or Molina's Provider Portal, and use current HIPAA compliant ANSI X 12N format (e.g., 837I for institutional Claims, 837P for professional Claims, and 837D for dental Claims) and use electronic Payer ID number: 16146. For Members assigned to a delegated medical group/IPA that processes its own Claims, please verify the Claim Submission instructions on the Member's Molina ID card.

Providers must bill Molina for services with the most current CMS approved diagnostic and procedural coding available as of the date the service was provided, or for inpatient facility Claims, the date of discharge.

## **Required Elements**

The following information must be included on every claim:

- Member name, date of birth and Molina Member ID number.
- Member's gender.
- Member's address.
- Date(s) of service.
- Valid International Classification of Diseases diagnosis and procedure codes.
- Valid revenue, CPT or HCPCS for services or items provided.
- Valid Diagnosis Pointers.
- Total billed charges for service provided.
- Place and type of service code.
- Days or units as applicable.
- Provider tax identification.
- National Provider Identifier (NPI).
- Rendering Provider as applicable.
- Provider name and billing address.
- Place of service and type (for facilities).
- Disclosure of any other health benefit plans.
- E-signature.
- Service Facility Location.

## **National Provider Identifier (NPI)**

A valid NPI is required on all Claim submissions. Providers must report any changes in their NPI or subparts to Molina as soon as possible, not to exceed within thirty (30) calendar days from the change.

## **Electronic Claims Submission**

Molina strongly encourages Participating Providers to submit Claims electronically. Electronic Claims submission provides significant benefits to the Provider including:

- Helps to reduce operation costs associated with paper claims (printing, postage, etc.)
- Increases accuracy of data and efficient information delivery

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- Reduces Claim delays since errors can be corrected and resubmitted electronically
- Eliminates mailing time and Claims reach Molina faster

**Molina offers the following electronic Claims submission options:**

- Submit Claims directly to Molina Healthcare of New York via the Provider Portal
- Submit Claims to Molina via your regular EDI clearinghouse using Payer ID 16146

**Provider Portal:**

Molina's Provider Portal offers a number of claims processing functionalities and benefits:

- Available to all Providers at no cost
- Available 24 hours per day, 7 days per week
- Ability to add attachments to claims (Portal and clearinghouse submissions)
- Ability to submit corrected claims
- Easily and quickly void claims
- Check claims status
- Receive timely notification of a change in status for a particular claim

**Clearinghouse:**

Molina is affiliated with Claimsnet, an electronic claims clearinghouse. Claimsnet has relationships with many other clearinghouses. Typically, Providers can continue to submit Claims to Molina through their usual clearinghouse.

Molina accepts EDI transactions through our gateway clearinghouse for Claims via the 837P for Professional and 837I for institutional. In order to ensure that all data being submitted to our gateway is received properly your submitter must utilize the most current version of the 837 standard. It is important to track your electronic transmissions using your acknowledgement reports. The reports assure Claims are received for processing in a timely manner.

**When your Claims are filed electronically:**

- You should receive a 999 acknowledgement from your clearinghouse
- You should also receive 277CA response file with initial status of the claims from your clearinghouse
- You should contact your local clearinghouse representative if you experience any problems with your transmission

**EDI Claims Submission Issues**

Providers who are experiencing EDI Submission issues should work with their clearinghouse to resolve this issue. If the Provider's clearinghouse is unable to resolve, the Provider may call the Molina EDI Customer Service line at (866) 409-2935 or email us at [EDI.Claims@molinahealthcare.com](mailto:EDI.Claims@molinahealthcare.com) for additional support.

## **Paper Claim Submissions**

If an electronic claim submission is not possible, please submit paper claims to the following address:

Molina Healthcare of New York, Inc.  
PO Box 22615  
Long Beach, CA 90801

## **Coordination of Benefits (COB) and Third Party Liability (TPL)**

### **COB**

Medicaid is the payer of last resort. Private and governmental carriers must be billed prior to billing Molina or medical groups/IPAs. Provider shall make reasonable inquiry of Members to learn whether Member has health insurance, benefits or Covered Services other than from Molina or is entitled to payment by a third party under any other insurance or plan of any type, and Provider shall immediately notify Molina of said entitlement. In the event that coordination of benefits occurs, Provider shall be compensated based on the state regulatory COB methodology. Primary carrier payment information is required with the Claim submission. Providers can submit Claims with attachments, including explanation of benefits (EOBs) and other required documents, by utilizing Molina's Provider Portal.

### **TPL**

Molina is the payer of last resort and will make every effort to determine the appropriate third party payer for services rendered. Molina may deny Claims when Third Party has been established and will process Claims for Covered Services when probable TPL has not been established or third party benefits are not available to pay a Claim. Molina will attempt to recover any third-party resources available to Members and shall maintain records pertaining to TPL collections on behalf of Members for audit and review.

## **Timely Claim Filing**

Provider shall promptly submit to Molina Claims for Covered Services rendered to Members. All Claims shall be submitted in a form acceptable to and approved by Molina, and shall include any and all medical records pertaining to the Claim if requested by Molina or otherwise required by Molina's policies and procedures. Claims must be submitted by Provider to Molina within ninety (90) calendar days after the discharge for inpatient services or the Date of Service for outpatient services, unless otherwise noted in your Contract. If Molina is not the primary payer under coordination of benefits or third party liability, Provider must submit Claims to Molina within ninety (90) calendar days after final determination by the primary payer. Except as otherwise provided by Law or provided by Government Program requirements, any Claims that

are not submitted to Molina within these timelines shall not be eligible for payment and Provider hereby waives any right to payment.

### **Reimbursement Guidance and Payment Guidelines**

Providers are responsible for submission of accurate claims. Molina requires coding of both diagnoses and procedures for all claims. The required coding schemes are the International Classification of Diseases, 10th Revision, Clinical Modification ICD-10-CM for diagnoses. For procedures, the Healthcare Common Procedure Coding System Level 1 (CPT codes), Level 2 and 3 (HCPCS codes) are required for professional and outpatient claims. Inpatient hospital claims require ICD-10-PCS (International Classification of Diseases, 10<sup>th</sup> Revision, Procedure Coding System). Furthermore, Molina requires that all claims be coded in accordance with the HIPAA transaction code set guidelines and follow the guidelines within each code set.

Molina utilizes a claims adjudication system that encompasses edits and audits that follow State and Federal requirements and also administers payment rules based on generally accepted principles of correct coding. Payment rules based on generally accepted principles of correct coding include, but are not limited to, the following:

- Manuals and RVU files published by the Centers for Medicare and Medicaid Services (CMS), including:
  - National Correct Coding Initiative (NCCI) edits, including procedure-to-procedure (PTP) bundling edits and Medically Unlikely Edits (MUEs). In the event a State benefit limit is more stringent/restrictive than a Federal MUE, Molina will apply the State benefit limit. Furthermore, if a professional organization has a more stringent/restrictive standard than a Federal MUE or State benefit limit, the professional organization standard may be used.
  - In the absence of State guidance, Medicare National Coverage Determinations (NCDs).
  - In the absence of State guidance, Medicare Local Coverage Determinations (LCDs).
  - CMS Physician Fee Schedule Relative Value File (RVU) indicators.
- Current Procedural Technology (CPT) guidance published by the American Medical Association (AMA).
- ICD-10 guidance published by the National Center for Health Statistics.
- State-specific claims reimbursement guidance.
- Other coding guidelines published by industry-recognized resources.
- Payment policies based on professional associations or other industry-recognized guidance for specific services. Such payment policies may be more stringent than State and Federal guidelines.
- Molina policies based on the appropriateness of health care and medical necessity.
- Payment policies published by Molina.

## Coding Sources

### Definitions

CPT – Current Procedural Terminology 4th Edition; an American Medical Association (AMA) maintained uniform coding system consisting of descriptive terms and codes that are used primarily to identify medical services and procedures furnished by physicians and other health care professionals. There are three types of CPT codes:

- Category I Code – Procedures/Services
- Category II Code – Performance Measurement
- Category III Code – Emerging Technology

HCPCS – HealthCare Common Procedural Coding System; a Centers for Medicare and Medicaid Services (CMS) maintained uniform coding system consisting of descriptive terms and codes that are used primarily to identify procedure, supply and durable medical equipment codes furnished by physicians and other health care professionals.

ICD-10-CM – International Classification of Diseases, 10th revision, Clinical Modification ICD-10-CM diagnosis codes are maintained by the National Center for Health Statistics, Centers for Disease Control (CDC) within the Department of Health and Human Services (HHS).

ICD-10-PCS - International Classification of Diseases, 10th revision, Procedure Coding System used to report procedures for inpatient hospital services.

### Claim Auditing

Provider acknowledges Molina's right to conduct post-payment billing audits. Provider shall cooperate with Molina's audits of Claims and payments by providing access at reasonable times to requested Claims information, all supporting medical records, Provider's charging policies, and other related data. Molina shall use established industry Claims adjudication and/or clinical practices, State, and Federal guidelines, and/or Molina's policies and data to determine the appropriateness of the billing, coding, and payment.

### Corrected Claims

Corrected Claims are considered new Claims for processing purposes. Corrected Claims must be submitted electronically with the appropriate fields on the 837I or 837P completed. Molina's Provider Portal includes functionality to submit corrected Institutional and Professional claims. Corrected claims must include the correct coding to denote if the claim is Replacement of Prior Claim or Corrected Claim for an 837I or the correct Resubmission Code for an 837P. **Claims submitted without the correct coding will be returned to the Provider for resubmission.**

### EDI (Clearinghouse) Submission:

Molina Healthcare of New York, Inc. Provider Manual.

### 837P

- In the 2300 Loop, the CLM segment (claim information) CLM05-3 (claim frequency type code) must indicate one of the following qualifier codes:
  - “1” –ORIGINAL (initial claim)
  - “7” –REPLACEMENT (replacement of prior claim)
  - “8” –VOID (void/cancel of prior claim)
- In the 2300 Loop, the REF \*F8 segment (claim information) must include the original reference number (Internal Control Number/Document Control Number – ICN/DCN).

### 837I

- Bill type for UB claims are billed in loop 2300/CLM05-1. In Bill Type for UB, the “1,” “7” or “8” goes in the third digit for “frequency”.
- In the 2300 Loop, the REF \*F8 segment (claim information) must include the original reference number (Internal Control Number/Document Control Number – ICN/DCN).

### **Timely Claim Processing**

Claims processing will be completed for contracted Providers in accordance with the timeliness provisions set forth in the Provider’s contract. Unless the Provider and Molina or contracted medical group/IPA have agreed in writing to an alternate schedule, Molina will process the claim for service within forty-five (45) days after receipt of Clean Paper Claims, and within thirty(30) days of receipt of electronic claims. All hard copy claims received by Molina will be clearly stamped with date of receipt. Claim payment will be made to contract Providers in accordance with the timeliness standards set forth by the Provider Agreement.

The receipt date of a Claim is the date Molina receives notice of the Claim.

### **Electronic Claim Payment**

Participating Providers are required to enroll for Electronic Funds Transfer (EFT) and Electronic Remittance Advice (ERA). Providers who enroll in EFT payments will automatically receive ERAs as well. EFT/ERA services allow Providers to reduce paperwork, provides searchable ERAs, and Providers receive payment and ERA access faster than the paper check and RA processes. There is no cost to the Provider for EFT enrollment, and Providers are not required to be in-network to enroll. Molina uses a vendor to facilitate the HIPAA compliant EFT payment and ERA delivery. Additional information about EFT/ERA is available at [www.MolinaHealthcare.com](http://www.MolinaHealthcare.com) or by contacting our Provider Services Department.

### **Overpayments and Incorrect Payments Refund Requests**

If, as a result of retroactive review of Claim payment, Molina determines that it has made an Overpayment to a Provider for services rendered to a Member, it will make a Claim for such Overpayment.

A Provider shall pay a Claim for an Overpayment made by Molina which the Provider does not contest or dispute within the specified number of days on the refund request letter mailed to the Provider.

If a provider does not repay or dispute the overpaid amount within the timeframe allowed Molina may offset the Overpayment amount(s) against future payments made to the provider.

Payment of a Claim for Overpayment is considered made on the date payment was received or electronically transferred or otherwise delivered to Molina, or the date that the Provider receives a payment from Molina that reduces or deducts the Overpayment.

### **Claim Disputes/Reconsiderations**

Providers disputing a Claim previously adjudicated must request such action within ninety (90) days of Molina's original remittance advice date. Regardless of type of denial/dispute (service denied, incorrect payment, administrative, etc.); all written Claim disputes must be submitted on the Molina Claims Request for Reconsideration Form (CCRF) found on Provider website and the Provider Portal. *The form must be filled out completely in order to be processed.*

Additionally, the item(s) being resubmitted should be clearly marked as reconsideration and must include the following:

Providers should submit the following documentation:

- Any documentation to support the adjustment and a copy of the Authorization form (if applicable) must accompany the reconsideration request.
- The Claim number clearly marked on all supporting documents

Forms may be submitted via fax, secure email or mail. Claims Disputes/Reconsideration requests via the CCRF may be sent to the following address:

**Molina Healthcare of New York, Inc. -  
Attention: MIRR/PIRR Department -  
5232 Witz Dr. -  
North Syracuse, NY 13212 -**

Submitted via fax:

(844) 879-4509

**Please Note:** Requests for adjustments of Claims paid by a delegated medical group/IPA must be submitted to the group responsible for payment of the original Claim.

The Provider will be notified of Molina's decision in writing within thirty (30) working days of receipt of the Claims Dispute/Adjustment request and all necessary supporting information.

### **Billing the Member**

- Providers contracted with Molina cannot bill the Member for any covered benefits, excluding co-pays. The Provider is responsible for verifying eligibility and obtaining approval for those services that require prior authorization.
- Providers agree that under no circumstance shall a Member be liable to the Provider for any sums owed by Molina to the Provider.
- Provider agrees to accept payment from Molina as payment in full, or bill the appropriate responsible party.
- Provider may not bill a Molina Member for any unpaid portion of the bill or for a claim that is not paid with the following exceptions:
  - The Member has been advised by the Provider that the service is not a covered benefit and the Provider has documentation.
  - The Member has been advised by the Provider that he/she is not contracted with Molina and has documentation.
  - The Member agrees in writing to have the service provided with full knowledge that they are financially responsible for payment.

### **Fraud and Abuse**

Failure to report instances of suspected Fraud and Abuse is a violation of the Law and subject to the penalties provided by Law. Please refer to the Compliance section of this Provider Manual for more information.

### **Encounter Data**

Each capitated Provider/organization delegated for Claims administration is required to submit Encounter data to Molina for all adjudicated Claims. The data is used for many purposes, such as reporting to HFS, rate setting and risk adjustment, hospital rate setting, the Quality Improvement program and HEDIS® reporting.

Encounter data must be submitted twice per month, and within 30 days from the date of service in order to meet State and CMS encounter submission threshold and quality measures. Encounter data must be submitted via HIPAA compliant transactions, including the ANSI X12N 837I – Institutional, 837P – Professional, and 837D -- Dental. Data must be submitted with Claims level detail for all non-institutional services provided. For institutional services, only those services covered by Molina should be reported.

Molina shall have a comprehensive automated and integrated Encounter data system capable of meeting these requirements.

Providers must correct and resubmit any encounters which are rejected (non-HIPAA compliant) or denied by Molina. Encounters must be corrected and resubmitted within fifteen (15) days from the rejection/denial.

Molina will create Molina's 837P, 837I, and 837D Companion Guides with the specific submission requirements available to Providers.

When your Encounters are filed electronically you should receive:

- For any direct submission to Molina you should receive a 999 acknowledgement of your transmission
- For Encounter submission you will also receive a 277CA response file for each transaction

### **Billing Instructions for Ancillary Service Providers**

Molina follows the instructions of eMedNY in the submission of ancillary service claims. The billing form listed in the eMedNY instructions is the form Molina will accept to process claims. Please use the appropriate claim form for the services provided to Molina Members.

## **Section 11. Adverse Determinations, Appeals and Grievances**

### **Background**

Molina will maintain an efficient grievance process that seeks to resolve Member or Member Designee grievances regarding the dissatisfaction with any aspect of Molina's operations, benefits, employees, vendors or Providers, within the timeframes defined by the contract with the State of New York and any other related Essential Plan policies. The Member Services department has primary oversight for the accurate classification, review and timely resolution of all grievances.

Molina will work with the New York State Department of Health (SDOH) and the Local Department of Social Services (LDSS) on the investigation of any grievance filed with SDOH or the LDSS.

Molina will provide Members and Member Designees with reasonable assistance in filing a grievance or an appeal, completing forms and other procedural steps including, but not limited to providing interpreter services, and toll-free numbers with TTY/TDD capability.

Molina will not retaliate or take any discriminatory action against a Member because a grievance has been filed.

Molina subcontracts utilization management functions for Dental Benefits. This subcontractor will collaborate with the Member Services and Utilization Management Team on any Actions, Appeals, or Grievances related to these benefits. Molina keeps all grievances and appeals strictly confidential.

Molina must provide written Notice of Action to Members/Member Designee and Providers including, but not limited to, the following circumstances:

- Molina makes a coverage determination or denies a request for a referral to a Non-Participating Provider, regardless of whether the Member has received the benefit;
- Molina determines that a service does not have appropriate authorization;
- Molina denies a claim for services provided by a Non-Participating Provider for any reason;
- Molina denies a claim or service due to medical necessity;
- Molina rejects a claim or denies payment due to a late claim submission;
- Molina denies a claim because it has determined that the Member was not eligible for Essential Plan coverage on the date of service;
- Molina denies a claim for service rendered by a Participating Provider due to lack of a prior authorization;
- Molina denies a claim because it has determined it is not the appropriate payer; or
- Molina denies a claim due to a Participating Provider billing for Benefit Package services not included in the Provider Agreement between the Contract and the Participating Provider.

Molina is not required to provide written Notice of Action to Members in the following circumstances:

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- When there is a prepaid capitation arrangement with a Participating Provider and the Participating Provider submits a fee-for-service claim to Molina for a service that falls within the capitation payment;
- If a Participating Provider of Molina itemizes or “unbundles” a claim for services encompassed by a previously negotiated global free arrangement;
- If a duplicate claim is submitted by the Member or a Participating Provider, no notice is required, provided an initial notice has been issued;
- If Molina makes a coding adjustment to a claim (up-coding or down-coding) and its Provider Agreement with the Participating Provider includes a provision allowing Molina to make such adjustments;
- If Molina has paid the negotiated amount reflected in the Provider Agreement with a Participating Provider for the services provided to the Member and denies the Participating Provider’s request for additional payment; or
- If Molina has not yet adjudicated the claim. If Molina has pended the claim while requesting additional information, a notice is not required until the coverage determination has been made.

## **Adverse Determination**

Adverse Determination: A clinical peer reviewer who is different from the one making the initial determination will review the appeal and render a final determination.

Molina only reimburses for services that are Medically Necessary. To determine Medical Necessity, in conjunction with independent professional medical judgment, Molina will use nationally recognized guidelines, which include but are not limited to MCG (formerly known as Milliman Care Guidelines), McKesson InterQual®, other third party guidelines, CMS guidelines, state guidelines, guidelines from recognized professional societies, and advice from authoritative review articles and textbooks. The criteria is updated as new treatments, applications, and technologies are adopted as generally accepted professional medical practice. The UM criteria is applied in a manner that considers the individual health care needs of the Member and characteristics of the local delivery system.

At least annually, the determination process is evaluated for the consistency with which those involved in the Utilization Review process apply the criteria in the determination of coverage. Individual circumstances and needs will be taken into account in the development, adoption, and application of clinical UM criteria.

The following factors may be considered:

- Age
- Co-morbidities and complications
- Progress of treatment
- Treatment goals
- Psychosocial situation
- Home environment

Characteristics of the local health care delivery system, including but not limited to Member access and Member circumstances are considered in the development, adoption, and application of clinical UM criteria.

A written notice of an adverse determination (initial adverse determination) will be sent to the Member and Provider and will include:

- The reasons for the determination including the clinical rationale, if any;
- Instructions on how to initiate internal appeals (standard and expedited appeals) and eligibility for external appeals and
- Notice of the availability, upon request of the Member or the Member's Designee of the clinical review criteria relied upon to make such determination.
- The notice will also specify what, if any, additional necessary information must be provided to, or obtained by Molina in order to render a decision on the appeal.

For Essential Plan the notice will also include:

- Description of Action to be taken
- Statement that Molina will not retaliate or take discriminatory action if appeal is filed
- Process and timeframe for filing/reviewing appeals, including Member right to request expedited review
- Member right to contact DOH, with toll-free number, regarding their complaint
- Statement that notice is available in other languages and formats for special needs. as well as how to access

The adverse determination notice will also include a description of action to be taken and a statement that Molina will not retaliate or take discriminatory action if an appeal is filed.

Members may request and file an appeal and request an expedited review. The Member may contact the New York State Department of Health at 1-800-206-8125 regarding their grievance.

Molina may reverse a pre-authorized treatment, service or procedure on retrospective review pursuant to section 4905(5) of PHL when:

- Relevant medical information presented to Molina upon retrospective review is materially different from the information that was presented during the pre-authorization review; and
- The information existed at the time of the pre-authorization review but was withheld or not made available; and
- Molina was not aware of the existence of the information at the time of the pre-authorization review; and
- Had they been aware of the information, the treatment, service or procedure being requested would not have been authorized.

### **Reconsideration (Peer-to-Peer Discussion)**

The first step in the appeals process after an Adverse Determination is a Reconsideration.

In the event that Molina renders an adverse determination without attempting to discuss such matter with the Member's health care provider who specifically recommended the health care service, procedure or treatment under review, the health care provider will have the opportunity to request a reconsideration (peer-to-peer discussion) of the adverse determination.

- Providers may request a reconsideration within five (5) business days from the date of Initial Adverse Determination Denial Notice.
  - A provider's request for a reconsideration must be made verbally.
- If a provider verbally requests a reconsideration **within** the five (5) business day reconsideration timeframe, the new information can be used for the reconsideration discussion.
- If a provider makes new information available (either verbally or in writing) outside the five (5) business day reconsideration timeframe, the provider will receive written notification that their reconsideration timeframe has expired and they have the right to appeal.
- Reconsideration shall occur within one (1) business day (except if it is a retrospective review) of receipt of the request and shall be conducted by the health care provider and the clinical peer reviewer making the initial determination or another designated peer reviewer.
- If an adverse determination is upheld Molina shall re-issue the written Initial Adverse Determination Denial Notice.

The failure of Molina to make a UR determination within the time periods prescribed in this section is deemed to be an adverse determination subject to appeal.

If the timeframes allotted for the appeal expire, Molina will send a notice of denial on the date review timeframes expire.

## **Appeal of Adverse Determinations**

Members may appeal an adverse determination on an expedited or standard appeal within one hundred eighty (180) calendar days of the initial adverse determination notice. The appeal process will begin upon receipt of the appeal either by mail or by telephone.

Appeals can be mailed to:

Molina Healthcare, Inc.  
Attention: Appeals and Grievances  
5232 Witz Drive, North Syracuse, NY 13212

or Members may call

1-800-223-7242

## **Expedited Appeal**

An expedited appeal may be filed for the following:

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- Continued or extended health care services
- Additional services for a Member undergoing a course of treatment
- When the Provider believes that an immediate appeal is necessary

Molina will provide reasonable access to a clinical peer reviewer within one (1) business day of receiving an expedited appeal request.

An expedited appeal must be decided within:

- Within the earlier of 72 hours of the receipt of the appeal or two (2) business days of receipt of necessary information to conduct the appeal
- Written notification of the determination provided within 24 hours after determination is made, but no later than 72 hours of the receipt of the appeal request

For a Substance Use Appeals, when a request for inpatient substance use disorder treatment is denied that was submitted at least 24 hours prior to discharge from an inpatient admission and an expedited internal appeal of an adverse determination is filed, decision within 24 hours of receipt of the appeal request. If an expedited internal appeal and an expedited external appeal are filed within 24 hours of receipt of the adverse determination, coverage will be provided for the inpatient substance use disorder treatment while a determination on the internal and external appeals are pending.

Expedited appeals not resolved to the satisfaction of the appealing party may be re-appealed via the standard appeal process or through the external appeal process.

Our failure to render a determination an appeal within sixty (60) calendar days of receipt of the necessary information for a standard appeal or within two (2) business days of receipt of the necessary information for an expedited Appeal will be deemed a reversal of the initial adverse determination.

### **Standard Appeal**

These appeals may be filed by a Member or a Member's Designee. A Provider may file a UR appeal for a retrospective denial. A Member or a Member's Designee has 180 calendar days to file an appeal request. Appeals may be filed in writing or by phone. Any appeal received by phone must be followed up with a written appeal. The acknowledgement of the appeal and request for additional information required to review the appeal will be provided in writing within fifteen (15) calendar days of receipt of appeal. If determination is reached, the acknowledgement and determination notice may be combined. During appeal review period, the Member or their Designee may see their case file and the Member may present evidence to support their appeal in person or in writing.

## **Pre-authorization Appeals**

Molina will make a determination no later than thirty (30) days from receipt of the appeal. Molina will notify the Member or the Member's Designee within two (2) business days of the appeal decision in writing, but no later than thirty (30) calendar days after receipt of the appeal request.

Each notice of final adverse determination will be in writing, dated, and include:

- The basis and clinical rationale for the determination
- The words "final adverse determination"
- Molina contact person and phone number
- Member coverage type
- Name and address of UR agent, contact person and phone number
- Health service that was denied, including facility/Provider and developer/manufacture of service as available
- Statement that Member may be eligible for external appeal and timeframes for appeal
- If health plan offers two levels of appeal, cannot require Member to exhaust both levels. Must include clear statement in bold that Member has 4 months from the final adverse determination to request an external appeal and choosing 2nd level of internal appeal may cause time to file external appeal to expire.
- Standard description of external appeals process attached
- Summary of appeal and date filed
- Date appeal process was completed
- Right of Member to complain to the Department of Health at any time via a toll free number
- Statement that notice available in other languages and formats for special needs and how to access these formats

Expedited and standard appeals will be conducted by a clinical peer reviewer; provided that any such appeal shall be reviewed by a clinical peer reviewer other than the clinical peer reviewer who rendered the adverse determination. If Molina fails to make a determination with the applicable time periods it would be considered a reversal of the adverse determination.

## **Claim Appeals**

Molina will make a determination for a retrospective claim appeal within sixty (60) calendar days of receipt of the appeal request. Written notification of the determination will be provided within two (2) business days after the determination is made, but no later than sixty (60) calendar days after receipt of the appeal request.

## **External Review**

Members have the right to an external appeal of a final adverse determination. The external appeal must be submitted within four (4) months of the receipt of the final adverse

determination, or the date upon which the member receives a written waiver of any internal appeal or Molina's failure to adhere to claim processing requirements.

An external appeal may be request for the following circumstances:

- Medical necessity denial
- Experimental/Investigative denial
- Service out-of-network denial
- Out-of-Network denial for Non-Participating Providers
- Formulary exception denial
- Molina's failure to comply with utilization management claim's processing requirements

## **Grievances**

### Definitions:

**Grievance:** Any expression of a Member's dissatisfaction with any aspect of Molina operations, his or her care other than an action. This includes written or verbal contact to Molina, SDOH or the LDSS, in which the Member, or the Member's Designee, describes dissatisfaction with any aspect of Molina's operations, benefits, employees, vendors or Providers.

**Grievance Determination:** Any decision made by or on behalf of Molina regarding a grievance whereas a Member is dissatisfied.

**Grievance System:** Molina's grievance and appeal process including a grievance and an appeal process, a process to appeal actions.

**Inquiry:** Any oral or written request to Molina, a Provider, or facility, without an expression of dissatisfaction, e.g., a request for information. Inquiries are routine questions about benefits (i.e. inquiries are not complaints) and do not automatically invoke the grievance or appeals or request for Service Authorization process.

## **Grievance Process**

Grievances will be accepted either orally or in writing. All grievances will be responded to verbally and in writing.

Grievances will be accepted during call center hours. Molina staff are available to assist with filing of grievances and appeals.

If any other departments or staff at Molina receives a grievance from a Member, the Member Services Department will be notified and the grievance will funnel through the process identified in this policy. Any grievances involving Marketplace Facilitated Enroller or Marketing Representatives will be forwarded to the Marketing Manager. Molina recognizes that a Member has the right to designate an authorized legal representative (Member Designee) to act on his/her behalf at any time during the grievance process. The designated representative may be

anyone to whom the Member designates, in writing, the authority to speak for him/her and may include a health care Provider or attorney and will follow any State specific requirements.

### **Written Grievances**

All written grievances will be reviewed by one or more qualified personnel who were not involved in previous decision-making roles. Grievances pertaining to clinical matters, grievances that are an action appeal denial based on lack of medical necessity, or a grievance regarding the denial of expedited resolution of an action appeal will be reviewed by one or more licensed, certified or registered health care professionals in addition to non-clinical personnel.

If an Member files a grievance regarding difficulty accessing a needed service or referral from a Participating Provider, and, as part of or in addition to the grievance, requests the service or referral directly from Molina, Molina will accept and review the service authorization request and make a determination in accordance with Plan Policy and Procedure.

For all written grievances an acknowledgement of the grievance and a notice of the determination will be sent to the Member or Member Designee.

If a determination was unable to be made because insufficient information was presented or available to reach a determination, Molina will send a written statement that a determination could not be made to the complainant on the date the allowable time to resolve the grievance has expired. All interactions regarding the grievance including, but not limited to, Provider inquiries and interactions, interactions with Members, interactions with other Molina staff, letters, etc. will be documented.

### **Expedited Grievance**

If a delay in processing a grievance would significantly increase the risk to a Member's health, complaints will be resolved within the earlier of 48 hours from the receipt of necessary information or 72 hours from the receipt of the grievance.

### **Standard Grievance**

Grievances will be resolved within forty-five (45) calendar days after the receipt of necessary information and no more than sixty (60) calendar days from the receipt of the grievance.

### **Grievance Acknowledgement**

Molina will provide written acknowledgement of any grievance within fifteen (15) business days of the receipt of the grievance. The written acknowledgement will include:

- The name, address and phone number of the individual or department handling the grievance.
- Identification of any additional information required from any source to make a determination.
- If a grievance determination is made before the written acknowledgement is sent, Molina may include the acknowledgement with the notice of determination (one notice).

### **Grievance Determination**

A grievance determination will be made in writing to the Member, and/or the Member Designee and will include:

- Detailed reasons for the determination.
- In cases where the determination has a clinical basis, the clinical rationale for the determinations.
- Notice of the right for the Member or Member Designee to contact the State Department of Health (SDOH) regarding the grievance, including the SDOH toll-free number 1.800.206.8125.
- The right to complain to their New York State Department of Health, Office of Health Insurance Programs.

In cases where delay would significantly increase the risk to a Member's health, Molina will provide notice of a determination by telephone directly to the Member or to the Member's Designee, or when no phone is available, some other method of communication, with written notice to follow within the earlier of 48 hours from the receipt of necessary information or 72 hours from the receipt of the grievance.

When a Member's grievance is related to dissatisfaction with a Provider, the notice of determination will include the names and addresses and telephone numbers of three alternative Providers within the Molina network.

When a Member is required to meet certain criteria to achieve a goal related to their care and the Member did not meet the criteria, Molina will include recommendations to the Member in how to reach the goal.

### **Important Telephone Numbers and Addresses**

Members/Member Designees and Providers may contact the following agencies at any time with a grievance:

#### **The Molina Member Service Department**

Members may call toll free at 1-800-233-7242 or submit their appeal or grievance in writing to:

Molina Healthcare, Inc.

Molina Healthcare of New York, Inc. Provider Manual.

Attention: Appeals and Grievances  
5232 Witz Drive  
North Syracuse, New York 13212

Members may also contact:

Cortland County Department of Social Services

1-607- 753-5248

Onondaga County Department of Social Services

1-315- 435-3525

Tompkins County Department of Social Services

1-607- 274-5667

New York State Department of Health

Toll free 1-800- 206-8125

Or write to:

New York State Department of Health  
Office of Health Insurance Programs  
Bureau of Consumer Services- Complaint Unit  
Corning Tower  
Albany, New York 12237

## **Reporting**

All Grievance/Appeal data, including Provider specific data, is reported quarterly to Member/Provider Satisfaction Committee by the Department Managers for review and recommendation. A Summary of the results is reported to the Executive Quality Improvement Committee (EQIC) quarterly. Annually, a quantitative/qualitative report will be compiled and presented to the Member/Provider Satisfaction Committee (MPSC) and EQIC by the chairman of MPSC to be included in the organization's Grand Analysis of customer satisfaction and assess opportunities for improvement.

Appeals and Grievances will be reported to the State in accordance with regulatory requirements. Grievance and Appeals reports will be reviewed monthly by the Credentialing Coordinator for inclusion in the trending of ongoing sanctions, complaints and quality issues.

## **Record Retention**

Molina will maintain all grievance and related appeal documentation on file for a minimum of ten (10) years. In addition to the information documented electronically via Call Tracking in QNXT or maintained in other electronic files, Molina will retain copies of any written documentation submitted by the Provider pertaining to the grievance/appeal process. Provider shall maintain records for a period not less than ten (10) years from the termination of the Model Contract and retained further if the records are under review or audit until the review or audit is complete. (Provider shall request and obtain Health Plan's prior approval for the disposition of records if Agreement is continuous.)

## Section 12. Credentialing and Recredentialing

The purpose of the Credentialing Program is to assure the Molina Healthcare and its subsidiaries (Molina) network consists of quality Providers who meet clearly defined criteria and standards. It is the objective of Molina to provide superior health care to the community.

The decision to accept or deny a credentialing applicant is based upon primary source verification, secondary source verification and additional information as required. The information gathered is confidential and disclosure is limited to parties who are legally permitted to have access to the information under State and Federal Law.

The Credentialing Program has been developed in accordance with State and Federal requirements and the standards of the National Committee of Quality Assurance (NCQA). The Credentialing Program is reviewed annually, revised, and updated as needed.

### Definitions

**A Rental/Leased Network** - a network of Providers that leases its panel to another network or insurer with an emphasis on expanding Provider access and negotiating discounted fee-for-service fees. This type of network is sometimes referred to as a brokerage-leased network or thought of as “wholesale,” since Members’ access to the network is through an intermediary.

**Primary Care Provider (PCP)** – a Provider who has the responsibility for supervising, coordinating, and providing primary health care to Members, initiating referrals for specialist care, and maintaining the continuity of Member care. PCPs include, but are not limited to Pediatricians, Family Providers, General Providers or Internists, as designated by Molina.

**General Practitioner** – Physicians who are not Board Certified and have not completed a training program from an accredited training program in their requested specialty.

**Urgent Care Provider (UCP)** - a Provider who is not a PCP and only provides urgent care services to Members. A UCP may include PA, NP, MD and DO. The UCP is usually trained in general practice, internal medicine, family medicine, pediatrics, or emergency medicine. Some UCPs may also have specialty training.

**Primary Source verification** - the process by which Molina verifies credentialing information directly from the entity that originally conferred or issued the credential to the Provider.

**Locum Tenens** – a substitute physician used to fill in for a regular physician for reasons such as illness, pregnancy, vacation, or continuing medical education. The regular physician bills and receives payment for the substitute physician as though he/she performed them. The substitute physician generally has no practice of his/her own and moves from area to area as needed. The regular physician generally pays the substitute physician a fixed amount per diem, with the substitute physician having the status of an independent contractor rather than of an employee.

**Physician** – is a Doctor of Medicine (MD) or Doctor of Osteopathy (DO)

**Unprofessional conduct** - refers to a basis for corrective action or termination involving an aspect of a Provider's competence or professional conduct, which is reasonably likely to be detrimental to Patient safety or the delivery of quality care. Unprofessional conduct does not refer to instances where a Provider violates a material term of the Provider's contract with a Molina plan.

## **Type of Practitioners Credentialed & Recredentialed**

Practitioners and groups of practitioners with whom Molina contracts must be credentialed prior to the contract being implemented. These practitioners must be licensed, certified or registered by the state to practice independently.

Providers that are licensed as organizations or facilities will be credentialed as an Organizational Provider (please refer to the policy titled Assessment of Organizational Providers).

Practitioner types requiring credentialing include but are not limited to:

- Acupuncturists
- Addiction medicine specialists
- Audiologists
- Behavioral healthcare practitioners who are licensed, certified or registered by the state to practice independently
- Chiropractors
- Clinical Social Workers
- Dentists
- Licensed/Certified Midwives (Non-Nurse)
- Massage Therapists
- Medical Doctors (MD)
- Naturopathic Physicians
- Nurse Midwives
- Nurse Practitioners
- Occupational Therapists
- Optometrists
- Oral Surgeons.
- Osteopathic Physicians (DO)
- Pharmacists
- Physical Therapists
- Physician Assistants
- Podiatrists
- Psychiatrists and other physicians
- Psychologist
- Speech and Language Pathologists
- Telemedicine Practitioners

## Criteria for Participation in the Molina Network

Molina has established criteria and the sources used to verify these criteria for the evaluation and selection of Providers for participation in the Molina network. This policy defines the criteria that are applied to applicants for initial participation, recredentialing and ongoing participation in the Molina network. To remain eligible for participation Providers must continue to satisfy all applicable requirements for participation as stated herein and in all other documentations provided by Molina.

Molina reserves the right to exercise discretion in applying any criteria and to exclude Providers who do not meet the criteria. Molina may, after considering the recommendations of the Professional Review Committee, waive any of the requirements for network participation established pursuant to these policies for good cause if it is determined such waiver is necessary to meet the needs of Molina and the community it serves. The refusal of Molina to waive any requirement shall not entitle any Provider to a hearing or any other rights of review.

Providers must meet the following criteria to be eligible to participate in the Molina network. If the Provider fails to meet/provide proof of meeting these criteria, the credentialing application will be deemed incomplete and it will result in an administrative denial or termination from the Molina network. Providers who fail to provide proof of meeting these criteria do not have the right to submit an appeal.

- **Application** - Provider must submit to Molina a complete credentialing application and signed attestation within 180 days. Application must include all required attachments.
- **License, Certification or Registration** - Provider must hold an active, valid and unrestricted license, certification or registration to practice in their specialty in every State in which they will provide care and/or render services for Molina Members.
- **DEA or CDS Certificate** - Provider must hold a current, valid, unrestricted Drug Enforcement Agency (DEA) or Controlled Dangerous Substances (CDS) certificate. Provider must have a DEA or CDS in every State where the Provider provides care to Molina Members.
- **Education and Training** - Providers will only be credentialed in an area of practice in which they have adequate education. Provider must have graduated from an accredited school with a degree in their designated specialty.
  - **Residency Training** - Provider must have satisfactorily completed a residency program from an accredited training program in the specialty in which they are practicing.
  - **Fellowship Training** - If the Provider is not board certified in the specialty in which they practice and has not completed a residency program they must have completed a fellowship program from an accredited training program in the specialty in which they are practicing.
- **Board Certification** - Board certification in the specialty in which the Provider is practicing is preferred but not required. Verification of board certification is primary source verified directly with the American Board of Medical Specialties.
- **Work History** - Provider must supply most recent five (5)-years of relevant work history on the application or curriculum vitae. Relevant work history includes work as a health professional.

- **Malpractice History** - Provider must supply a history of malpractice and professional liability claims and settlement history in accordance with the application.
- **Professional Liability Insurance** – Provider must supply current professional malpractice liability insurance coverage on application or current copy of certificate. Provider must have and maintain professional malpractice liability insurance with limits that meet Molina criteria. This coverage shall extend to Molina Members and the provider's activities on Molina's behalf.
- **Hospital Privileges** - Practitioners must list all current hospital privileges on their credentialing application. If the practitioner has current privileges, they must be in good standing.
- **NPI** - Practitioner must have a National Provider Identifier (NPI) issued by the Centers for Medicare and Medicaid Services (CMS).
- **SSA Death Master File** - Practitioners must provide their Social Security number. That Social Security number should not be listed on the Social Security Administration Death Master File.

## **Burden of Proof**

The Provider shall have the burden of producing adequate information to prove he/she meets all criteria for initial participation and continued participation in the Molina network. This includes but is not limited to proper evaluation of their experience, background, training, demonstrated ability and ability to perform as a Provider without limitation, including physical and mental health status as allowed by Law, and the burden of resolving any doubts about these or any other qualifications to participate in the Molina network. If the Provider fails to provide this information, the credentialing application will be deemed incomplete and it will result in an administrative denial or termination from the Molina network. Providers who fail to provide this burden of proof do not have the right to submit an appeal.

## **Provider Termination and Reinstatement**

If a Provider's contract is terminated and later it is determined to reinstate the Provider, the Provider must be initially credentialed prior to reinstatement, if there is a break in service more than thirty (30) calendar days. The credentialing factors that are no longer within the credentialing time limits and those that will not be effective at the time of the Professional Review Committee's review must be re-verified. The Professional Review Committee or medical director, as appropriate, must review all credentials and make a final determination prior to the Provider's reentry into the network. Not all elements require re-verification; for example, graduation from medical school or residency completion does not change. If the contract termination was administrative only and not for cause, if the break in service is less than thirty (30) calendar days, the Provider can be reinstated without being initially credentialed.

If Molina is unable to recredential a Provider within thirty-six (36) months because the Provider is on active military assignment, maternity leave or sabbatical, but the contract between Molina and the Provider remains in place, Molina will recredential the Provider upon his or her return.

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Molina will document the reason for the delay in the Provider's file. At a minimum, Molina will verify that a Provider who returns has a valid license to practice before he or she can resume seeing Patients. Within sixty (60) calendar days of notice, when the Provider resumes practice, Molina will complete the recredentialing cycle. If either party terminates their contract and there was a break in service for more than thirty (30) calendar days, Molina will initially credential the Provider before the Provider rejoins the network.

## **Credentialing Application**

At the time of initial credentialing and recredentialing, the Provider must complete a credentialing application designed to provide Molina with information necessary to perform a comprehensive review of the Provider's credentials. The application must be completed in its entirety. The Provider must attest that their application is complete and correct within one-hundred-eighty (180) calendar days of the credentialing decision. The application must be completed in typewritten text, in pen or electronically through applications such as the Counsel for Affordable Quality Healthcare (CAQH) Universal Credentialing Data Source. The application must include, unless State law requires otherwise:

- Reason for any inability to perform the essential functions of the position, with or without accommodation;
- Lack of present illegal drug use;
  
- History of loss of license and felony convictions;
- History of loss or limitation of privileges or disciplinary action;
- Current malpractice insurance coverage; and,
- The correctness and completeness of the application.

## **Non-Discriminatory Credentialing and Recredentialing**

Molina does not make credentialing and recredentialing decisions based on an applicant's race, ethnic/national identity, gender, gender identity, age, sexual orientation or the types of procedures (e.g. abortions) or patients (e.g. Medicaid or Medicare) in which the Provider specializes. This does not preclude Molina from including in its network Providers who meet certain demographic or specialty needs; for example, to meet cultural needs of Members.

## **Prevention**

### **Notification of Discrepancies in Credentialing Information**

Molina will notify the Provider immediately in writing in the event that credentialing information obtained from other sources varies substantially from that provided by the Provider. Examples include but are not limited to actions on a license, malpractice claims history or sanctions. Molina is not required to reveal the source of information if the information is not obtained to meet organization credentialing verification requirements or if disclosure is prohibited by Law. Please also refer to the section below titled 'Providers Right to Correct Erroneous Information'.

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## **Notification of Credentialing Decisions**

A letter is sent to every Provider with notification of the Professional Review Committee or Medical Director decision regarding their participation in the Molina network. This notification is sent within two weeks of the decision. Copies of the letters are filed in the Provider's credentials files. Under no circumstance will notification letters be sent to the Providers later than sixty (60) calendar days from the decision.

## **Providers Rights during the Credentialing Process**

Providers have the right to review their credentials file at any time. Provider's rights are published in the online Provider Manual for them to review at any time. A copy of the Provider Manual is also sent to the Provider at the time of initial contracting.

The Provider must notify the Credentialing Department and request an appointed time to review their file and allow up to seven (7) calendar days to coordinate schedules. A Medical Director and the Director responsible for Credentialing or the Quality Improvement Director will be present. The Provider has the right to review all information in the credentials file except peer references or recommendations protected by Law from disclosure.

The only items in the file that may be copied by the Provider are documents which the Provider sent to Molina (e.g., the application, the license and a copy of the DEA certificate). Providers may not copy documents that include pieces of information that are confidential in nature, such as the Provider credentialing checklist, the responses from monitoring organizations (i.e. National Provider Data Bank, State Licensing Board), and verification of hospital privileges letters.

## **Providers Right to Correct Erroneous Information**

Providers have the right to correct erroneous information in their credentials file. Providers are notified of their right in a letter sent to them at the time the initial or recredentialing application is received.

Molina will notify the Provider immediately in writing in the event that credentialing information obtained from other sources varies substantially from that provided by the Provider. Examples include but are not limited to actions on a license or malpractice claims history. Molina is not required to reveal the source of information if the information is not obtained to meet organization credentialing verification requirements or if disclosure is prohibited by Law.

The notification sent to the Provider will detail the information in question and will include instructions to the Provider indicating:

- Their requirement to submit a written response within ten (10) calendar days of receiving notification from Molina.

- In their response, the Provider must explain the discrepancy, may correct any erroneous information and may provide any proof that is available.
- The Provider's response must be sent to Molina Healthcare, Inc. Attention: Credentialing Director at PO Box 2470, Spokane, WA 99210.

Upon receipt of notification from the Provider, Molina will document receipt of the information in the Provider's credentials file. Molina will then re-verify the primary source information in dispute. If the primary source information has changed, correction will be made immediately to the Provider's credentials file. The Provider will be notified in writing that the correction has been made to their credentials file. If the primary source information remains inconsistent with Providers', the Credentialing Department will notify the Provider. The Provider may then provide proof of correction by the primary source body to Molina's Credentialing Department. The Credentialing Department will re-verify primary source information if such documentation is provided.

If the Provider does not respond within ten (10) calendar days, their application processing will be discontinued and network participation will be administratively denied or terminated.

### **Providers Right to be Informed of Application Status**

Providers have a right, upon request, to be informed of the status of their application.

The Provider can request to be informed of the status of their application by telephone, email or mail. Molina will respond to the request within two working days. Molina may share with the Provider where the application is in the credentialing process to include any missing information

or information not yet verified. Molina does not share with or allow a Provider to review references or recommendations, or other information that is peer-review protected.

### **Excluded Providers**

Excluded Provider means an individual Provider, or an entity with an officer, director, agent, manager or individual who owns or has a controlling interest in the entity who has been convicted of crimes as specified in section 1128 of the SSA, excluded from participation in the Medicare or Medicaid program, assessed a civil penalty under the provisions of section 1128, or has a contractual relationship with an entity convicted of a crime specified in section 1128.

Pursuant to section 1128 of the SSA, Molina and its Subcontractors may not subcontract with an Excluded Provider/person. Molina and its Subcontractors shall terminate subcontracts immediately when Molina and its Subcontractors become aware of such excluded Provider/person or when Molina and its Subcontractors receive notice. Molina and its Subcontractors certify that neither it nor its Member/Provider is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

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transaction by any Federal department or agency. Where Molina and its Subcontractors are unable to certify any of the statements in this certification, Molina and its Subcontractors shall attach a written explanation to this Agreement.

## Ongoing Monitoring of Sanctions

Molina monitors the following agencies for Provider sanctions and exclusions between recertifying cycles for all Provider types and takes appropriate action against Providers when occurrences of poor quality is identified. If a Molina Provider is found to be sanctioned or excluded, the Provider's contract will immediately be terminated effective the same date as the sanction or exclusion was implemented.

- **The United States Department of Health & Human Services (HHS), Office of Inspector General (OIG) Fraud Prevention and Detection Exclusions Program** – Monitor for individuals and entities that have been excluded from Medicare and Medicaid programs.
- **State Medicaid Exclusions** - Monitor for state Medicaid exclusions through each state's specific Program Integrity Unit (or equivalent).
- **Medicare Exclusion Database (MED)** - Molina monitors for Medicare exclusions through the Centers for Medicare & Medicaid Services (CMS) MED online application site.
- **National Practitioner Database** - Molina enrolls all credentialed practitioners with the NPDB Continuous Query service to monitor for adverse actions on license, DEA, hospital privileges and malpractice history between credentialing cycles.
- **System for Award Management (SAM)** – Monitor for Providers sanctioned with SAM.

## Section 13. Provider Termination

Molina will immediately remove any Provider from the network who is unable to provide health care services due to a final disciplinary action. Providers that are sanctioned by the DOH's Medicaid Program will be excluded from participation in Molina's Medicaid panel.

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To afford a health care professional the opportunity for review or hearing, Molina will provide a written explanation of reasons for a proposed termination with the health care professional. However, written notification will not be required in cases involving imminent harm to patient care, a determination of fraud, or a final disciplinary action by a state licensing board or other governmental agency such as sanctioning by NYS DOH Medicaid Program that impairs the health care professional's ability to practice, nor are they eligible for hearing or review.

The notification of the proposed termination by Molina to the health care professional will include:

- The reasons for the proposed action;
- Notice that the Provider has the right to request a hearing or review before a panel appointed by Molina;
- A time limit of not less than thirty (30) days within which a health care professional may request a hearing, and
- A time limit for a hearing date that will be held within thirty (30) days after the date of receipt of a request for a hearing.

Molina will not terminate a contract or employment, or refuse to renew a contract, solely because a health care Provider has:

- Advocated on behalf of a Member;
- Filed a complaint against Molina;
- Appealed a Molina decision;
- Provided information or filed a report pursuant to PHL §4406-c regarding prohibitions by plans, or
- Requested a hearing or review pursuant to PHL §4406-d and the following sections.

Except as provided above, no contract or agreement between Molina and a health care professional will contain any provision, which will supersede or impair a Provider's right to notice of reasons for termination and the opportunity for a hearing or review concerning such termination.

## **Right to Hearing**

A health care professional that has been notified of his or her proposed termination will be allowed a hearing. The health care professional must request a hearing within thirty (30) days

of notification by Molina. A hearing will be held within thirty (30) days after the date of receipt of a request for a hearing. The procedures for this hearing must meet the following standards:

- The hearing panel will be comprised of three (3) persons appointed by Molina. At least one (1) person on such panel will be a clinical peer in the same discipline and the same Molina Healthcare of New York, Inc. Provider Manual.

or similar specialty as the health care professional under review. The hearing panel may consist of more than three (3) persons, provided however that the number of clinical peers on such panel will constitute one-third or more of the total membership of the panel.

- The hearing panel will render a decision on the proposed action in a timely manner. Such decision will include reinstatement of the health care professional by Molina, provisional reinstatement subject to conditions set forth by Molina or termination of the health care professional. Such decision will be provided in writing to the health care professional.
- A decision by the hearing panel to terminate a health care professional will be effective not less than thirty (30) days after the receipt by the health care professional of the hearing panel's decision. Notwithstanding the termination of a health care professional for cause or pursuant to a hearing, Molina will permit a Member to continue an on-going course of treatment for a transition period of up to ninety (90) days, and post-partum care, subject to Provider agreement, pursuant to §4406(6)(e).
- In no event will termination be effective earlier than sixty (60) days from the receipt of the notice of termination.

### **Termination and Continuity of Care**

If a Member's health care Provider leaves the managed care organization's network of Providers for reasons other than imminent harm to patient care, a determination of fraud, or a final disciplinary action by a state licensing board that impairs the health professional's ability to practice, the managed care organization will permit the Member to continue an ongoing course of treatment with the Member's current health care Provider during a transitional period.

The transitional period date begins the date the Provider's contractual obligation to provide services to Molina terminates and ends no later than ninety (90) days, or if health care professional is providing obstetric care and the Member has entered her second trimester of pregnancy at the time of the Provider's termination, the transitional period includes post-partum care directly related to the delivery.

The care will be authorized by Molina for the transitional period only if the health care Provider agrees to accept reimbursement at the rates applicable prior to the start of the transitional period as payment in full; to adhere to quality assurance requirements and to provide medical information related to such care; and to adhere to the organization's policies and procedures including referrals and obtaining pre-authorization and a treatment plan approved by the organization.

In no event will this paragraph be construed to require Molina to provide coverage for benefits not otherwise covered or to diminish or impair pre-existing condition limitations contained within the Member's benefit plan.

## **Duty to Report**

Molina is obligated under New York State Public Health Law (Article 4405-b) to make a report to the appropriate professional disciplinary agency within thirty (30) days of obtaining knowledge of any information that reasonably appears to show that a health professional is guilty of professional misconduct as defined in Article One Hundred Thirty One Section 6530.

Molina will report the following to the Office of Medical Misconduct:

- The termination of a health care Provider contract pursuant to New York State Public Health Law (4406-d) for reasons relating to alleged mental or physical impairment, misconduct or impairment of patient safety or welfare;
- The voluntary or involuntary termination of a contract or employment or other affiliation with such organization to avoid the imposition of disciplinary measures; or
- The termination of a health care Provider contract in the case of a determination of fraud or in a case of imminent harm to patient health.

Molina will submit the information, in writing to:

Director, Central Intake Operations  
Office of Professional Medical Conduct  
New York State Department of Health  
433 River Street, Suite 303  
Troy, New York 12180-2299

The report will include the Provider's full name, license number, address, account/date of event/incident, of actions taken by the health plan (including date of termination of contract or withdrawal), and contact persons at the managed care organization (MCO). Molina will seek an "advisory opinion" if Molina is reasonably unable to determine whether a report must be made. These advisory opinions will be sought by written request to the Director of OPMC at the address listed above.

Any report or information furnished to an appropriate professional discipline agency in accordance with the provisions of Section 4405-b will be deemed a confidential communication and will not be subject to inspection or disclosure in any manner except upon formal written request by a duly authorized public agency or pursuant to a judicial subpoena issue in a pending action or proceeding.

## **Non-Renewal**

Either party to a contract may exercise a right of non-renewal at the expiration of the contract period set forth therein or, for a contract without a specific expiration date, on each January first occurring after the contract has been in effect for at least one (1) year, upon sixty (60) days' notice to the other party; provided, however, that any non-renewal will not constitute a

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termination for purposes of this section. PHL §4403(6) (e), concerning continuation of course of treatment and post-partum care, also applied to disaffiliations based upon non-renewal. Notification of non-renewal will contain explanation of the right of non-renewal, time frames and language that non-renewal does not constitute termination.

## **Section 14. Delegation**

This section contains information specific to Molina's delegation criteria. Molina may delegate certain administrative responsibilities upon meeting all of Molina's delegation criteria. Molina is accountable for all aspects of the Member's health care delivery, even when it delegates specific responsibilities to sub-contracted entities. Molina's Delegation Oversight Committee (DOC), or other designated committee, must approve all delegation and sub-delegation arrangements.

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If you have additional questions related to delegated functions, please contact your Molina Contract Manager.

## **Delegation Criteria**

### **Credentialing**

Credentialing functions may be delegated to entities which meet National Committee for Quality Assurance (NCQA) criteria for credentialing functions. To be delegated for credentialing functions, Providers must:

- Pass Molina's credentialing pre-assessment, which is based on NCQA credentialing standards.
- Have a multi-disciplinary Credentialing Committee who is responsible for review and approval or denial/termination of practitioners included in delegation.
- Have an Ongoing Monitoring process in place that screens all practitioners included in delegation against OIG and SAM exclusion lists a minimum of every thirty days.
- Correct deficiencies within mutually agreed upon timeframes when issues of non-compliance are identified by Molina.
- Agree to Molina's contract terms and conditions for credentialing delegates.
- Submit timely and complete Credentialing delegation reports as detailed in the Delegated Services Addendum to the applicable Molina contact.
- Comply with all applicable federal and state Laws.
- When key specialists, as defined by Molina, contracted with IPA or group terminate, provide Molina with a letter of termination according to Contractual Agreements and the information necessary to notify affected Members.

**Note:** If the Provider is an NCQA Certified or Accredited organization, a modified pre-assessment audit may be conducted. Modification to the audit depends on the type of Certification or Accreditation the Medical Group, IPA, or Vendor has, but will always include evaluation of applicable state requirements and Molina business needs.

If the Provider sub-delegates Credentialing functions, the sub-delegate must be NCQA accredited or certified in Credentialing functions, or demonstrate an ability to meet all Health Plan, NCQA, and State and Federal requirements identified above. A written request must be made to Molina prior to execution of a contract, and a pre-assessment must be made on the potential sub-delegate, and annually thereafter. Evaluation should include review of Credentialing policies and procedures, Credentialing and Recredentialing files, and a process to implement corrective action if issues of non-compliance are identified.

An entity may request Credentialing delegation from Molina through Molina's Delegation Oversight Manager or through their Contract Manager. Molina will ask the potential delegate to submit policies and procedures for review and will schedule an appointment for pre-assessment. The results of the pre-assessment are submitted to the Delegation Oversight Committee (DOC) for review and approval. Final decision to delegate Credentialing

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responsibilities is based on the entity's ability to meet Molina, State and Federal requirements for delegation.

### **Delegation Reporting Requirements**

Delegated entities contracted with Molina must submit monthly and quarterly reports determined by the function(s) delegated to the identified Molina Delegation Oversight Staff within the timeline indicated by the Health Plan. For a copy of Molina's current delegation reporting requirements, please contact your Molina Contract Manager.