MOLINA HEALTHCARE

Provider Bulletin

A bulletin for the Molina Healthcare of Ohio Medicaid network • Special Edition – October 2012

Important Notice

Pursuant to Ohio Administrative Code (OAC) rule 5101:3-26-05 (D)(4), managed care plans (MCPs) must notify their subcontractors of any changes in applicable state or federal law, regulations, waiver or contractual obligation of the MCP. The subcontract is automatically amended to conform to such changes without the necessity for executing written amendments. The following italicized text identifies the changes to the managed care program subcontracting rules reflected in the addenda:

- *An agreement by the subcontractor to supply, upon request, the business transaction information required under 42 C.F.R. 455.105.*

Please be advised that additional subcontracting rules are not new but have been revised to update referenced OAC rule sites and names of programs to clarify the requirement.

The Medicaid Addendum in which these changes are reflected can be found below. If you would like additional information, you can contact Molina Healthcare of Ohio's Provider Services Department at 1-800-642-4168. A representative is available to assist you from 8 a.m. to 5 p.m. Monday through Friday.

Molina Healthcare of Ohio, Inc.

Medicaid Addendum

This Addendum will supplement the Base Contract between **Molina Healthcare of Ohio, Inc.** and _____ effective _____ and will run concurrently with the terms of the Base Contract. This Addendum is limited to the terms and conditions governing the provision of and payment for health services provided to Medicaid members.

ADDENDUM DEFINITIONS

Base Contract also known as **Agreement** means the contract between the MCP and the Provider.

MCP means a Medicaid managed care plan that has entered into a provider agreement to serve Medicaid consumers, which may include consumers enrolled in Integrated Care Delivery System (ICDS) Plans.

Medicaid means medical assistance provided under a state plan approved under Title XIX of the Social Security Act.

Member means a Medicaid recipient enrolled under the care management system pursuant to ORC 5111.16.

OAC means the Ohio Administrative Code.

ORC means the Ohio Revised Code.

ODJFS means the Ohio Department of Job and Family Services.

Provider means a hospital, health care facility, physician, dentist, pharmacy or otherwise licensed, certified, or other appropriate individual or entity, which is authorized to or may be entitled to reimbursement for health care services rendered to an MCP's member.

ADDENDUM PROVISIONS

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

Participating providers providing health care services to **Molina Healthcare of Ohio, Inc.** members enrolled pursuant to a Medicaid Agreement agree to abide by all of the following specific terms:

1. Provider agrees that with the exception of any member co-payments the MCP has elected to implement in accordance with OAC rule 5101:3-26-12, the MCP's payment constitutes payment in full for any covered service and will not charge the member or ODJFS any co-payment, cost sharing, down-payment, or similar charge, refundable or otherwise. This agreement does not prohibit Nursing Facilities (NFs) from collecting patient liability payments from members as specified in OAC rule 5101: 1-39-24 or Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) from submitting claims for supplemental payments to ODJFS as specified in OAC rules 5101:3-28-07 and 5101:3-16-05.

    A. MCP shall notify the provider whether MCP has elected to implement any member co-payments and if applicable under what circumstances member co-payments will be imposed in accordance with OAC rule 5101:3-26-12.

    B. Provider agrees that member notification regarding any applicable co-payment amounts must be carried out in accordance with OAC rule 5101:3-26-12.

2. Provider agrees not to hold liable ODJFS and the member in the event that the MCP cannot or will not pay for covered services performed by the provider pursuant to the Base Contract with the exception that:

    A. FQHCs and RHCs may be reimbursed by ODJFS in the event of MCP insolvency pursuant to Section 1902(bb) of the Social Security Act,

    B. The provider may bill the member when the MCP has denied prior authorization or referral for the services and the following conditions are met:

        i. The member was notified by the provider of the financial liability in advance of service delivery;

        ii. The notification by the provider was in writing, specific to the service being rendered, and clearly states that the member is financially responsible for the specific service. A general patient liability statement signed by all patients is not sufficient for this purpose; and

        iii. The notification is dated and signed by the member.

3. Provider agrees to cooperate with the MCP's quality assessment and performance improvement (QAPI) program in all the MCP's provider subcontracts and employment agreements for

physician and nonphysician providers.

4. The MCP shall disseminate written policies that include detailed information about the False Claims Act and other provisions named in 42 U.S.C. Section 1396a(a)(68), any related State laws pertaining to civil or criminal penalties, whistleblower protections under such laws, as well as the MCP's policies and procedures for detecting and preventing fraud, waste and abuse; and the provider agrees to abide by the MCP's written policies regarding the False Claims Act and the detection and prevention of fraud, waste and abuse.

5. Provider agrees to cooperate with the ODJFS external quality review as described in OAC Division 5101:3, including rule 5101:3-26-07.

6. The terms of the Base Contract relating to the beginning date and expiration date or automatic renewal clause, as well as the applicable methods of extension, renegotiation and termination apply to this Addendum.

7. Notwithstanding item 6 of this Addendum, the MCP must give the provider at least sixty days prior notice for the nonrenewal or termination of the Base Contract except in cases where an adverse finding by a regulatory agency or health or safety risks dictate that the Base Contract be terminated sooner.

8. Notwithstanding item 6 of this Addendum, the provider may nonrenew or terminate the Base Contract if one of the following occurs:

    A. The provider gives the MCP at least sixty days prior notice for the nonrenewal or termination of the Base Contract. The effective date for the nonrenewal or termination must be the last day of the month; or

    B. ODJFS has proposed action in accordance with OAC Division 5101:3, including rule 5101:3-26-10(G), regardless of whether the action is appealed. The provider's nonrenewal or termination notice must be received by the MCP within fifteen working days prior to the end of the month in which the provider is proposing nonrenewal or termination. If the notice is not received by this date, the provider must extend the nonrenewal or termination date to the last day of the subsequent month

9. The procedures to be employed upon the ending, nonrenewal, or termination specified in the Base Contract, apply to this Addendum including an agreement to promptly supply all records necessary for the settlement of outstanding claims.

10. Notwithstanding Items 7 and 8 of this Addendum, in the event of a hospital provider's proposed non-renewal or termination of the Base Contract, the hospital provider agrees to notify in writing all providers who have admitting privileges at the hospital of the impending non-renewal or termination of the Base Contract and the last date the hospital will provide services to members under the Base Contract. This notice must be sent at least forty-five days prior to the effective date of the proposed non-renewal or termination. If the hospital provider issues less than forty-five days prior notice to the MCP, the notice to providers who have admitting privileges at the hospital must be sent within one working day of the hospital provider issuing notice of non-renewal or termination of the Base

Contract.

11. Provider agrees to release to the MCP any information necessary for the MCP to perform any of its obligations under the ODJFS provider agreement, including but not limited to compliance with reporting and quality assurance requirements. Provider agrees the released information will be shared with ODJFS upon request to the MCP.

12. Provider must supply, upon request, the business transaction information required under 42 C.F.R. 455.105.

13. Provider and all employees of the provider are duly registered, licensed or certified under applicable state and federal statutes and regulations to provide the health care services that are the subject of the Base Contract and provider and all employees of the provider have not been excluded from participating in federally funded health care programs.

14. If the provider is a Medicaid provider, provider must meet the qualifications specified in OAC Division 5101:3, including rule 5101:3-26-05(C).

15. All laboratory testing sites providing services to members must have either a current Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver, certificate of accreditation, certificate of compliance, or a certificate of registration along with a CLIA identification number.

16. Home health providers must meet the eligible provider requirements specified in OAC rule Chapter 5101:3-12 and comply with the requirements for home care dependent adults as specified in section 121.36 of the Ohio Revised Code.

17. Provider agrees to serve members through the last day the Base Contract is in effect.

18. If the provider is a third party administrator (TPA), the provider agrees to include all elements of OAC rule 5101:3-26-05(D) in its subcontracts and will ensure that its subcontractors will forward information to ODJFS as requested.

19. Provider agrees to provide services as enumerated in **Attachment D** of this Addendum (within the provider's scope of practice).

20. Provider shall be compensated pursuant to the method and in the amounts specified in Attachment D of the Agreement.

21. Any amendment to Attachment D of this addendum and/or Attachment D of the Agreement as specified in items 19 or 20 of this addendum must be agreed to in writing by both parties.

22. If provider is a primary care provider (PCP), provider agrees to participate in the care coordination requirements outlined in OAC Division 5101:3, including rule 5101:3-26-03.1.

23. If provider is a hospital or hospital system, the Addendum must include the completed ODJFS Hospital Services Form, Attachment C of this addendum, which specifies which services of the hospital are included in the Base Contract.

24. MCP agrees not to prohibit, or otherwise restrict a provider acting within the lawful scope of practice, from advising or advocating on behalf of a member who is his or her patient for the following:

    A. The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered.

    B. Any information the member needs in order to decide among all relevant treatment options.

    C. The risks, benefits, and consequences of treatment versus non-treatment.

    D. The member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

25. Provider agrees in providing health care services to members to identify and where indicated arrange, pursuant to the mutually agreed upon procedures between the MCP and provider for the following at no cost to the member:

    A. Sign language services.

    B. Oral interpretation and oral translation services.

26. MCP agrees to fulfill the provider's responsibility to mail or personally deliver notice of the member's right to request a state hearing whenever the provider bills a member due to the MCP's denial of payment of a Medicaid service, as specified in OAC Division 5101:3 including rule 5101:3-26-08.4, utilizing the procedures and forms as specified in OAC rule 5101:6-2-35.

27. Provider agrees to contact the MCP's designated twenty-four-hour post-stabilization services phone line to request authorization to provide post-stabilization services in accordance with OAC Division 5101:3, including rule 5101:3-26-03(G).

28. Provider agrees not to identify the addressee as a Medicaid consumer on the outside of the envelope when contacting members by mail.

29. Provider agrees not to bill members for missed appointments.

30. Provider shall not discriminate in the delivery of services based on the member's race, color, religion, gender, sexual orientation, age, disability, national origin, military status, genetic information, ancestry, health status or need for health services.

31. Provider, in performance of the subcontract or in the hiring of any employees for the performance of services under the contract, shall not by reason of race, color, religion, gender, sexual orientation, age disability, national origin, military status, genetic information, health status or ancestry, discriminate against any citizen of Ohio in the employment of a person

qualified and available to perform the services to which the subcontract relates.

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

33. Provider shall be bound by the same standards of confidentiality which apply to ODJFS and the state of Ohio as described in OAC rule 5101:1-1-03 and 45 CFR Parts 160 and 164, including standards for unauthorized uses of or disclosures of protected health information (PHI).

34. Provider agrees that their applicable facilities and records will be open to inspection by the MCP, ODJFS or its designee, or other entities as specified in OAC rule 5101:3-26-06.

35. Provider agrees that the Base Contract and Addendum are governed by, and are construed in accordance with all applicable laws, regulations, and contractual obligations of the MCP.

    A. ODJFS will notify the MCP and the MCP shall notify the provider of any changes in applicable state or federal law, regulations, waiver, or contractual obligation of the MCP.

    B. This Addendum shall be automatically amended to conform to such changes without the necessity for executing written amendments.

    C. The MCP shall notify the provider of all applicable contractual obligations.

36. Provider agrees to comply with the provisions for record keeping and auditing in accordance with OAC rule 5101:3-26.

37. Provider must retain and agrees to allow the MCP access to all member medical records for a period of not less than six years from the date of service or until any audit initiated within the six year period is completed and allow access to all record keeping, audits, financial records, and medical records to ODJFS or its designee or other entities as specified in OAC rule 5101:3-26-06.

38. Provider agrees to make patient medical records for Medicaid eligible individuals available for transfer to new providers at no cost to the patient.

The Ohio Department of Job and Family Services permit changes to Attachments A, B, C and/or D by mutual written agreement of both parties and without renegotiation of the Base Contract or this Addendum.

Molina Healthcare of Ohio, Inc.

	_____ **(Provider Name)**
_____ By	_____ By
Amy Clubbs Printed Name	_____ Printed Name
President Title	_____ Title
_____ Date	_____ Date

v.10.26.2012

Attachment A

PRIMARY CARE PROVIDER ATTESTATION

[Primary Care Providers Only]

"Capacity" represents the maximum number of the MCP's Medicaid-only members the primary care provider (PCP) agrees to serve. PCPs individually or as part of a group, must serve a minimum of 50 of the MCP's Medicaid members at each practice site in order to be listed in the MCP's provider directory.

List all PCP names that have been contracted with to provide services to Medicaid Members.

PRACTICE SITE	**PROVIDER NAME**	**MAXIMUM CAPACITY #**
1) Name:_____	_____	(Maximum #)_____
Address:_____	_____	(Maximum #)_____
City:_____	_____	(Maximum #)_____
State & Zip:_____	_____	(Maximum #)_____
County:_____	_____	(Maximum #)_____
		Total: _____
2) Name:_____	_____	(Maximum #)_____
Address:_____	_____	(Maximum #)_____
City:_____	_____	(Maximum #)_____
State & Zip:_____	_____	(Maximum #)_____
County:_____	_____	(Maximum #)_____
		Total: _____

If the practice has more than two locations or more than five PCPs at a location, provide the information requested above in an attached document titled "Attachment A." If multiple pages are used, the pages must be numbered sequentially on every page (e.g., 1 of 3, 2 of 3, and 3 of 3) and the last page must be signed by the provider and the MCP.

Molina Healthcare of Ohio, Inc.

_____
(Provider Name)

_____
By

Amy Clubbs
Printed Name

President
Title

_____
Date

_____
By

_____
Printed Name

_____
Title

_____
Date

v.10.26.2012

Attachment B

[NON-Primary Care Providers Only]

List all non-PCP names that have been contracted with to provide services to Medicaid Members.

PRACTICE SITE	**PROVIDER NAME**	**SPECIALTY**
1) Name:_____	_____	_____
Address:_____	_____	_____
City:_____	_____	_____
State & Zip:_____	_____	_____
County:_____	_____	_____
2) Name:_____	_____	_____
Address:_____	_____	_____
City:_____	_____	_____
State & Zip:_____	_____	_____
County:_____	_____	_____
3) Name:_____	_____	_____
Address:_____	_____	_____
City:_____	_____	_____
State & Zip:_____	_____	_____
County:_____	_____	_____

If the practice has more than three locations or more than (5) providers at a location, please provide the requested information in a document titled "Attachment B". If multiple pages are used, the pages must be numbered sequentially on every page (e.g., 1 of 3, 2 of 3, and 3 of 3) and the last page must be signed by the provider and the MCP.

Molina Healthcare of Ohio, Inc.

_____
By

Amy Clubbs
Printed Name

President
Title

_____
Date

_____
(Provider Name)

_____
By

_____
Printed Name

_____
Title

_____
Date

Attachment C

HOSPITAL SERVICES FORM

The provider must complete a copy of this form for each hospital covered by the terms and conditions of this addendum. If multiple pages are used, the pages must be numbered sequentially on every page (e.g., 1 of 3, 2 of 3, and 3 of 3) and the signature block must be included on the each page.

1) Hospital Name and Address: _____

_____

HOSPITAL SERVICES CATEGORIES:
Please check the applicable line for each category of service the above-named hospital covers.

_____ Adult General Medical/Surgical Services

_____ Pediatric General Medical/Surgical Services

_____ Obstetrical Services

_____ Nursery Services Level 1 & 2

_____ Neonatal Intensive Care Level 3

_____ Pediatric Intensive Care

_____Special Care

_____ Midwife Services

_____ Practitioner Services

_____ Psychiatric Services

_____ Other_____

Hospital does not provide the following hospital service(s) because of an objection on moral or religious grounds:

Service(s):_____

_____

Molina Healthcare of Ohio, Inc.

_____
By

Amy Clubbs
Printed Name

President
Title

_____
Date

_____
(Provider Name)

_____
By

_____
Printed Name

_____
Title

_____
Date

Attachment D

Provider agrees to provide services as enumerated below (specify below):

☐ Ambulance transportation
☐ Ambulette transportation
☐ Ambulatory Surgery Center
☐ Advanced practice nurse services (specify: _____)
☐ Chiropractic services
☐ Dental services
☐ Durable medical equipment (DME)
☐ Emergency Services
☐ Family planning services and supplies
☐ Federally Qualified Health Center services
☐ Home health services/Private Duty Nursing
☐ Hospice care
☐ Medical Imaging
☐ Inpatient hospital services
☐ Laboratory services
☐ Mental health and/or substance abuse services
☐ Nursing facility services
☐ Obstetrical and/or gynecological services
☐ Ophthalmology services
☐ Outpatient hospital services
☐ Physical and occupational therapy
☐ Podiatry services
☐ Pharmacy
☐ Physician services
☐ Primary care provider services
☐ Renal dialysis
☐ Rural Health Clinic services
☐ Specialty physician services, Specify (e.g., cardiology, allergy, etc):
_____
☐ Speech and hearing services
☐ Vision (optical) services, including eyeglasses
☐ Other

Community Behavioral Health Services (included only in the ICDS benefit package)

☐ Pharmacological Management
☐ Behavioral Health Assessment
☐ Behavioral Health Counseling and Therapy
☐ Crisis Intervention
☐ Partial Hospitalization
☐ Community Psychiatric Support Treatment
☐ Ambulatory Detox

- ☐ Targeted Case Management for AOD
- ☐ Intensive Outpatient
- ☐ Laboratory urinalysis
- ☐ Med –Somatic
- ☐ Methadone Administration

Home and Community Based Services (included only in the ICDS benefit package)

- ☐ Out of Home Respite Services
- ☐ Adult Day Health Services
- ☐ Home Medical Equipment & Supplemental Adaptive & Assistive Devices
- ☐ Waiver Transportation
- ☐ Chore Services
- ☐ Social Work Counseling
- ☐ Emergency Response Services
- ☐ Home Modification Maintenance and Repair
- ☐ Personal Care Services
- ☐ Homemaker Services
- ☐ Waiver Nursing Services
- ☐ Home Delivered Meals
- ☐ Alternative Meals Service
- ☐ Pest Control
- ☐ Assisted Living Services
- ☐ Home Care Attendant
- ☐ Choices Home Care Attendant
- ☐ Enhanced Community Living Services
- ☐ Nutritional Consultation
- ☐ Independent Living Assistance
- ☐ Community Transportation