March Vision Care Group, Incorporated

Medicaid Addendum

This Addendum supplements the Base Contract between **March Vision Care Group, Incorporated** and_____effective _____ and runs 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

Agreement/ Base Contract	The contract between the MCP and the Provider.
Managed Care Plan (MCP)	A Medicaid managed care plan that enters into a provider agreement with ODM to serve Medicaid consumers, which may include dually-eligible consumers who are enrolled in MyCare Ohio Plans.
Medicaid	Medical assistance provided under a state plan approved under Title XIX of the Social Security Act.
Member	A Medicaid recipient enrolled under the care management system pursuant to ORC 5167.
OAC	Ohio Administrative Code.
ODM	Ohio Department of Medicaid.
ORC	Ohio Revised Code.
Provider	A hospital, health care facility, physician, dentist, pharmacy or otherwise licensed, certified, 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.s** and **UnitedHealthcare Community Plan of Ohio** Medicaid and/or MyCare Ohio members agree to abide by all of the following specific terms:

1. Provider agrees with the exception of any member co-payments the MCP elected to implement in accordance with OAC rule 5160-26-12, the MCP's payment constitutes payment in full for any covered service and will not charge the member or ODM any co-payment, cost sharing, down-payment, or similar charge, refundable or otherwise. This agreement does not prohibit Nursing Facilities (NFs) or waiver entities from collecting patient liability payments from members, as specified in OAC rule 5160:1-3-24, or Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) from submitting claims for supplemental payments to ODM as specified in OAC rules 5160-28-07 and 5160-16-05.

A. MCP shall notify the provider whether the MCP elected to implement any member co-payments and, if applicable, under what circumstances member co-payments are imposed in accordance with OAC rule 5160-26-12.

B. Provider agrees member notification regarding any applicable co-payment amounts must be carried out in accordance with OAC rule 5160-26-12.

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

   A. FQHCs and RHCs may be reimbursed by ODM 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 denied prior authorization or referral for the services and the following conditions are met:

      i. The provider notified the member 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 including detailed information about the False Claims Act and other provisions named in 42 U.S.C. Section 1396a(a)(68), any related State laws pertaining to civil or criminal penalties, whistleblower 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 ODM external quality review as required by 42 C.F.R. 438.358, and on-site audits, as deemed necessary based on ODM's periodic analysis of financial, utilization, provider panel, and other information in OAC Chapter 5160, including rule 5160-26-07.

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 non-renew or terminate the Base Contract if one of the following occurs:

    A. The provider gives the MCP at least fifty-five 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. ODM proposed action in accordance with OAC Chapter 5160, including rule 5160-26-10(G), regardless 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 fewer 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 ODM provider agreement, including, but not limited to, compliance with reporting and quality assurance requirements. Provider agrees the released information will be shared with ODM 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 are not 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 Chapter 5160, including rule 5160-26-05(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 Chapter 5160-12 and comply with the requirements for home care dependent adults as specified in section 121.36 of the Ohio Revised Code.

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

18. Provider agrees to provide services to all eligible Medicaid consumer populations as specified in the Ohio Department of Medicaid Provider Agreement. Indicate one or both:

☒Medicaid non-dual populations ☐MyCare Ohio Medicare/Medicaid populations

19. If indicated in Item 18, Provider agrees to provide services to MyCare Ohio consumers within the designated service area.

20. If the provider is a third party administrator (TPA), the provider agrees to include all elements of OAC rule 5160-26-05(D) in its subcontracts and will ensure that its subcontractors will forward information to ODM as requested.

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

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

23. Any amendment to the Attachment D of this Addendum or Attachment D specified in item 17 of the addendum must be agreed to in writing by both parties.

24. If provider is a primary care provider (PCP), provider agrees to participate in the care coordination requirements outlined in OAC Chapter 5160, including rule 5160-26-03.1.

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

26. 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.

27. 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.

28. 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 Chapter 5160 including rule 5160-26-08.4, utilizing the procedures and forms as specified in OAC rule 5101:6-2-35.

29. 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 Chapter 5160, including rule 5160-26-03(G).

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

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

32. 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.

33. 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.

34. 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.

35. Provider shall be bound by the same standards of confidentiality which apply to ODM and the state of Ohio as described in OAC rule 5160:1-1-51.1 and 45 CFR Parts 160 and 164, including standards for unauthorized uses of or disclosures of protected health information (PHI).

36. Provider agrees their applicable facilities and records will be open to inspection by the MCP, ODM or its designee, or other entities as specified in OAC rule 5160-26-06.

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

A. ODM will notify the MCP and the MCP shall notify the 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.

38. Provider agrees to comply with the provisions for record keeping and auditing in accordance with OAC Chapter 5160-26.

39. Provider must retain and agrees to allow the MCP access to all member medical records for a period of not fewer than eight years from the date of service or until any audit initiated within the eight year period is completed and allow access to all record keeping, audits, financial records, and medical records to ODM or its designee or other entities as specified in OAC rule 5160-26-06. At least three of the eight year-period of documentation must be readily available.

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

41. Provider agrees that if the base contract with the MCP provides for assignment to another entity, no assignment, in whole or in part, shall take effect without sixty days prior notice to the MCP.

42. Provider agrees to immediately forward any information regarding a member appeal or grievance, as defined in OAC 5160-26-08.4 or 5160-58-08.4, for processing.

43. The Ohio Department of Medicaid 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.

March Vision Care Group, Incorporated

_____
(Provider Name)

_____	_____
By	By
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Attachment A: Primary Care Provider Attestation

To be completed for Primary Care Providers (PCPs) 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 are contracted with to provide services to Medicaid Members.**

PRACTICE SITE	**PROVIDER NAME**	**MAX CAPACITY #**
1) Name _____	_____	(Max #)_____
Address _____	_____	(Max #)_____
City _____	_____	(Max #)_____
State & Zip _____	_____	(Max #)_____
County _____	_____	(Max #)_____
		Total: _____
2) Name_____	_____	(Max #)_____
Address _____	_____	(Max #)_____
City _____	_____	(Max #)_____
State & Zip _____	_____	(Max #)_____
County _____	_____	(Max #)_____
		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.

March Vision Care Group, Incorporated

_____
(Provider Name)

_____
By

_____
Printed Name

_____
Title

_____
Date

_____
By

_____
Printed Name

_____
Title

_____
Date

Attachment B: Non-Primary Care Providers Only

List all **non-PCP** names are 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.

March Vision Care Group, Incorporated

_____
(Provider Name)

_____
By

_____
Printed Name

_____
Title

_____
Date

_____
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. Name and Address

Hospital Name:
Address: (including county):

2. Hospital Services Categories

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

☐ Adult General Medical/Surgical Services	☐ Midwife Services
☐ Pediatric General Medical/Surgical Services	☐ Outpatient Surgery
☐ Obstetrical Services	☐ Pediatric Intensive Care
☐ Nursery Services	☐ Special Care
☐ Nursery Services Level 1 & 2	☐ Psychiatric Services
☐ Neonatal Intensive Care -- Level 3	☐ Practitioner Services
☐ Adult Intensive Care	☐ Other

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

_____
_____
_____
_____

March Vision Care Group, Incorporated

_____
(Provider Name)

_____
By

_____
Printed Name

_____
Title

_____
Date

_____
By

_____
Printed Name

_____
Title

_____
Date

Attachment D: Services Provided

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

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

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

☐Pharmacological Management	☐Ambulatory Detox
☐Behavioral Health Assessment	☐Targeted Case Management for AOD
☐Behavioral Health Counseling and Therapy	☐Intensive Outpatient
☐Crisis Intervention	☐Laboratory urinalysis
☐Partial Hospitalization	☐Med –Somatic
☐Community Psychiatric Support Treatment	☐Methadone Administration

Home and Community Based Services (included only in the MyCare Ohio benefit package)
** indicates service provider types which may be counted in more than 1 county or region. All others may only count in the county where the provider is physically located.*

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

March Vision Care Group, Incorporated

_____
(Provider Name)

_____
By

_____
Printed Name

_____
Title

_____
Date

_____
By

_____
Printed Name

_____
Title

_____
Date