### APPENDIX C - PRODUCT SPECIFIC EXHIBIT(S)

# PROVISIONS APPLICABLE TO HEALTH SERVICES RENDERED TO OHIO MEDICAID MANAGED CARE COVERED PERSONS

This Product Specific Exhibit is expressly incorporated into this Agreement and is binding upon the Parties. The terms of the underlying Agreement apply to all services provided by Provider unless expressly addressed in this Medicaid Managed Care Product Specific Exhibit, in which case the terms of this Exhibit will supersede with respect to the line of business and/or product contained herein. In addition, the terms of this Exhibit shall be interpreted in a manner consistent with CareSource's Medicaid contract with the Ohio Department of Medicaid.

### **ARTICLE I. GENERAL TERMS**

- 1. Time to File Claims and Billing Procedures. With respect to all Covered Services provided to Covered Persons by Provider, Provider shall submit Clean Claims to CareSource within three hundred and sixty-five (365) days of the date Covered Services were rendered. If CareSource is not the primary payor, and Provider is pursuing payment from the primary payor, the ninety (90) day filing limit will begin on the date Provider receives the Claim response from such primary payor. In no event, regardless of the cause or circumstance, shall Covered Person be responsible or liable for any Claim submitted by Provider to CareSource after the expiration of the filing deadlines set forth in this Section.
- 2. Timing for Payment of Claims. For Claims Payment, CareSource shall adjudicate or arrange for adjudication and where appropriate make payment for Clean Claims for Covered Services submitted by Provider in accordance with applicable Law.
- **3.** Claim Denial Appeals. Appeals of claims denied by CareSource will be processed in accordance with CareSource Policies and Procedures.
- **4. Governing Law and Venue**. The validity, enforceability and interpretation of this Agreement shall be governed by Ohio law. Montgomery County, Ohio shall be the sole, proper venue of any arbitration, proceeding or special proceeding between the Parties that arises out of or is in connection with any right, duty or obligation under this Agreement, and each Party agrees to submit to the jurisdiction of any court of Montgomery County, Ohio in order to enforce any arbitration decision issued and waives any objections based on forum non-conveniens or to enforce any equitable remedies to protect a Party's intellectual property or confidential information.

#### 5. Amendment.

<u>Non-Regulatory Amendments.</u> CareSource may amend this Product Specific Exhibit, or other attachment, at any time by providing written notice to Provider in accordance with applicable Law.

**Regulatory Amendments.** CareSource may amend this Product Specific Exhibit, or other attachment, unilaterally at any time, upon written notice to Provider where such amendment is required by Law. Any such amendment shall be effective on the date specified in the amendment or the date required by the applicable Law, whichever is earlier.

## **ARTICLE II. COMPENSATION RATES**

See attached compensation schedule(s).

# **ARTICLE III. REGULATORY LANGUAGE**

# Ohio Department of Medicaid CareSource Ohio, Inc. Medicaid Addendum

This Addendum supplements the Base Contract or Agreement between CareSource Ohio, Inc. and @@Provider Name@@ effective @@Custom Field{Internal Signer Date}@@ and runs concurrently with the terms of the Base Contract or Agreement. This Addendum is limited to the terms and conditions governing the provision of and payment for health services provided to Medicaid members.

for health se	ervices provided to Medicaid men	nbers.		
Department  All  All  Mee	er will provide services to the follo of Medicaid Provider Agreement Medicaid Managed Care member MyCare Ohio members (dual elig dicaid Managed Care Single Case Care Ohio Single Case Agreement er agrees to provide services to the	t (select all that apply): rs (non-duals) gible) e Agreement		
	service area(s) as specified below	0	ization's (WCO's) memo	ser(s) within the Meo s
	Medicaid Managed Care Service Areas MyCare Ohio Service Areas			
☐ Centra	1/Southeast Region	☐ Central	☐ West Central	☐ Southwest
□ Northe	east Region	☐ Northwest	☐ Northeast	☐ Northeast Central
□ West F	Region	☐ East Central		
With the ex- meet the qua MyCare Oh OAC rule 5	ception of single case agreements alifications specified in OAC rule io waiver provider must be current 160-58-04.	e 5160-26-05(C) or be i	n the process of enrolling	g as an ODM provider. A
Section A	Provisions applicable to contracted network providers and single case agreements			
Section B	Provisions only applicable to contracted network providers			
Section C	Provisions applicable to contracted network providers and single case agreements depending on the service being provided			
Section D	Provisions applicable to managed care organizations			

#### ADDENDUM DEFINITIONS

Agreement/Base	The contract or single case agreement between the managed care organization and the provider
Contract	(hereinafter referred to as Base Contract).
Managed Care	A health insuring corporation (HIC) licensed in the state of Ohio that enters into a managed care
Organization	provider agreement with ODM. For the purposes of this Addendum, references to an MCO
(MCO)	include MyCare Ohio plans.
Medicaid	The program of medical assistance established by Title XIX of the "Social Security Act," 42
	U.S.C. 1396 et seq., including any medical assistance provided under the Medicaid state plan or a
	federal Medicaid waiver granted by the United States secretary of health and human services
Member	A Medicaid recipient who has selected MCO membership or has been assigned to an MCO for
	the purpose of receiving health care services.
OAC	Ohio Administrative Code.
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 MCO's member.

### ADDENDUM PROVISIONS

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

- A. All providers providing health care services to CareSource Ohio, Inc.'s Medicaid managed care and/or MyCare Ohio members, including providers operating under a single case agreement, agree to abide by all of the following specific terms:
  - 1. The provider, acting within their scope of practice, will provide services as enumerated in Attachment D of this Addendum. For single case agreements, Attachment D only needs to be completed if the Base Contract does not specify the service being provided. Any amendment to Attachment D must be agreed to by both parties.
  - 2. 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.
  - 3. The Base Contract and Addendum are governed by, and are construed in accordance with all applicable laws, regulations, and contractual obligations of the MCO.
    - i. ODM will notify the MCO and the MCO shall notify the provider of any changes in applicable state or federal law, regulations, waiver, or contractual obligation of the MCO.
    - ii. This Addendum shall be automatically amended to conform to such changes without the necessity for executing written amendments.
- iii. The MCO shall notify the provider of all applicable contractual obligations.

- 4. The procedures specified in the Base Contract to be employed upon the ending, nonrenewal, or termination of the Base Contract apply to this Addendum, including an agreement to promptly supply all records necessary for the settlement of outstanding medical claims.
- 5. The provider will serve members through the last day the Base Contract is in effect.
  - 6. The provider shall be compensated pursuant to the method and in the amounts specified in the Base Contract.
  - 7. The 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 that the provider and all employees of the provider are not excluded from participating in federally funded health care programs.
  - 8. The 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.
  - 9. The 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.
  - 10. The provider will abide by the MCO's written policies regarding the False Claims Act and the detection and prevention of fraud, waste and abuse.
  - 11. The 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.
  - 12. With the exception of any member co-payments the MCO has elected to implement in accordance with OAC rule 5160-26-12, the MCO's payment constitutes payment in full for any covered service and the provider 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 or home and community-based waiver providers from collecting patient liability payments from members as specified in OAC rules 5160:1-6-07 and 5160:1-6-07.1, or Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) from submitting claims for supplemental payments to ODM as specified in OAC Chapter 5160-28.
    - 1. The MCO shall notify the provider whether the MCO elected to implement any member copayments and, if applicable, under what circumstances member co-payments are imposed in accordance with OAC rule 5160-26-12.
    - 2. The provider agrees that member notification regarding any applicable co-payment amounts must be carried out in accordance with OAC rule 5160-26-12.

- 13. The provider will not hold liable ODM or any member(s) in the event the MCO cannot or will not pay for covered services performed by the provider pursuant to the Base Contract with the exceptions that:
  - 1. FQHCs and RHCs may be reimbursed by ODM in the event of MCO insolvency pursuant to Section 1902(bb) of the Social Security Act.
  - 2. The provider may bill the member when the MCO 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.
- 14. The provider will not bill members for missed appointments.
- 15. In accordance with OAC rule 5160-26-05, the provider agrees to identify, and where indicated arrange, for the following at no cost to the member:
  - 1. Sign language services; and
  - 2. Oral interpretation and oral translation services.
- 16. The provider shall be bound by the standards of confidentiality outlined in OAC rule 5160-1-32 and 45 CFR Parts 160 and 164, including standards for unauthorized uses of or disclosures of protected health information (PHI).
- 17. The provider will not identify the addressee as a Medicaid consumer on the outside of the envelope when contacting members by mail.
- 18. The provider will immediately forward any information regarding a member appeal or grievance, as defined in OAC 5160-26-08.4 or 5160-58-08.4, to the MCO for processing.
- 19. The provider will release to the MCO, ODM, or ODM's designee(s) any information necessary for the MCO to perform any of its obligations under the ODM provider agreement, including but not limited to, compliance with reporting and quality assurance requirements.
- 20. The provider will supply, upon request, the business transaction information required under 42 CFR. 455.105.

- 21. The provider will contact the MCO's designated twenty-four-hour post-stabilization services phone line to request authorization to provide post-stabilization services in accordance with OAC rule 5160-26-03.
- 22. All of the provider's applicable facilities and records will be open to inspection by the MCO, ODM, or ODM's designee(s), or other entities as specified in OAC rule 5160-26-06.
- 23. The Provider agrees to comply with the provisions for record keeping and auditing in accordance with OAC Chapter 5160-26.
- 24. The provider will retain and allow the MCO 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.
- 25. The provider will make medical records for Medicaid eligible individuals available for transfer to new providers at no cost to the individual.
- B. All participating providers providing health care services to Choose an item's Medicaid managed care and/or MyCare Ohio members, not including providers operating under a single case agreement, agree to abide by all of the following specific terms:
  - 1. Notwithstanding item A.2 of this Addendum, the provider may non-renew or terminate the Base Contract if one of the following occurs:
    - a. The provider gives the MCO at least 60 days prior notice in writing for the nonrenewal or termination of the Base Contract, or the termination of any services for which the provider is contracted. The effective date for the nonrenewal or termination of the Base Contract or any contracted services 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 written notice must be received by the MCO within 15 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.
  - 2. The provider will cooperate with the MCO's quality assessment and performance improvement (QAPI) program in all the MCO's provider subcontracts and employment agreements for physician and nonphysician providers.
  - 3. The provider will 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.

- C. If applicable based on the service(s) being provided to the Medicaid managed care and/or MyCare Ohio member, the provider agrees to abide by the following specific terms:
  - 1. If the provider is a primary care provider (PCP), the provider will participate in the care coordination requirements outlined in OAC rule 5160-26-03.1.
  - 2. If the provider is a hospital or hospital system, Attachment C (ODM Hospital Services Form) must be completed and included with this Addendum, which specifies which services of the hospital are included in the Base Contract.
  - 3. Notwithstanding Items B.1 and C.4 of this Addendum, in the event of a hospital provider's proposed non-renewal or termination of the Base Contract, the hospital provider will 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 MCO, 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.
  - 4. 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.
  - 5. If the provider is a home health provider, the provider 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.
  - 6. Any third-party administrator (TPA) will include all elements of OAC rule 5160-26-05(D) in its subcontracts and will ensure that its subcontracted providers will forward information to ODM as requested.
- D. The MCO agrees to abide by the following specific terms:
  - 1. The MCO 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 MCO's policies and procedures for detecting and preventing fraud, waste and abuse.
  - 2. The MCO will 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 MCO's denial of payment of a Medicaid service, as specified in OAC rule 5160-26-08.4 and 5160-58-08.4, utilizing the procedures and forms as specified in OAC Chapter 5101:6-2.
  - 3. The MCO will not 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:

- i. The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered.
- ii. Any information the member needs in order to decide among all relevant treatment options.
- iii. The risks, benefits, and consequences of treatment versus non-treatment.
- iv. 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.
- 4. Notwithstanding item A.2 of this Addendum, and with the exception of single case agreements, the MCO must give the provider at least sixty days prior notice in writing 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 or when the Base Contract is temporary in accordance with 42 CFR 438.602 and the provider fails to enroll as an ODM provider within 120 calendar days.

Any changes to Attachments A, B, C, and/or D may be made without renegotiation of the Base Contract or this Addendum.

2-0-1	
MCO Name:	Provider Name:
CareSource Ohio, Inc.	@@Provider Name@@
Signature: @@Custom Field{Internal Signer Name}@@	Signature: @@Custom Field{Contract Signer Name}@@
Title:  @@Custom Field{Internal Signer Title}@@	Title: @@Custom Field{Contract Signer Title}@@
Date:  @@Custom Field{Internal Signer Date}@@	Date: @@Provider Sign Date@@

Attachment A: Primary Care F	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	Capacity Max	
Group Name:			
Address:			
City, State, Zip:			
County:			
Group Name:			
Address:			
City, State, Zip:			
County:			

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.

**Total:** \_\_\_\_\_

MCO Name: CareSource Ohio, Inc.	Provider Name: @@Provider Name@@
Signature: @@Custom Field{Internal Signer Name}@@	Signature: @@Custom Field{Contract Signer Name}@@
Title:  @@Custom Field{Internal Signer Title}@@	Title: @@Custom Field{Contract Signer Title}@@
Date:  @@Custom Field{Internal Signer Date}@@	Date: @@Provider Sign Date@@

# **Attachment B: Non-Primary Care Providers Only**

Practice Site	Provider Name	Specialty
Group Name:		
Address:		
City, State, Zip:		
County:		
Group Name:		
Address:		
City, State, Zip:		
County:		
Group 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.

MCO Name: CareSource Ohio, Inc.	Provider Name:  @@Provider Name@@
Signature: @@Custom Field{Internal Signer Name}@@	Signature: @@Custom Field{Contract Signer Name}@@
Title: @@Custom Field{Internal Signer Title}@@	Title: @@Custom Field{Contract Signer Title}@@
Date: @@Custom Field{Internal Signer Date}@@	Date: @@Provider Sign 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 each page.

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	. 17	ame	anu	$\Delta u$	uı	COO

Title:

Date:

@@Custom Field{Internal Signer Title}@@

@@Custom Field{Internal Signer Date}@@

Hospital Name: Click here to enter text.		
Address: (including county): Click here to enter text.		
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 harmonic grounds. List Services	nospital service(s) because of an objection on moral or religious	
SIGNATURES		
MCO Name: CareSource Ohio, Inc.	Provider Name:  @ @ Provider Name @ @	
Signature:  @@Custom Field{Internal Signer Name}@@	Signature: @@Custom Field{Contract Signer Name}@@	

Title:

Date:

@@Custom Field{Contract Signer Title}@@

@@Provider Sign 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 Click here to enter text.	

# 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 Medical Equipment and Supplemental Adaptive and Assistive Device Services*		

MCO Name: CareSource Ohio, Inc.	Provider Name:  @@Provider Name@@
Signature: @@Custom Field{Internal Signer Name}@@	Signature: @@Custom Field{Contract Signer Name}@@
Title: @@Custom Field{Internal Signer Title}@@	Title: @@Custom Field{Contract Signer Title}@@
Date: @@Custom Field{Internal Signer Date}@@	Date: @@Provider Sign Date@@