

**Aetna Better Health of Virginia (Cardinal Care)  
Regulatory Compliance Addendum**

This Agreement incorporates, by reference, all terms and conditions of Addendum A – Virginia Medicaid Compliance Addendum – Subcontractor (“Prime Contract”), which is attached. Subcontractor has received and read or is otherwise familiar with the terms of the Prime Contract and represents, warrants, and agrees that all Services shall be performed in compliance with all applicable requirements of the Prime Contract.

1. Definitions. All capitalized terms used in this Agreement, and not otherwise defined in this Subcontract, shall have the meanings set forth in the Prime Contract.
2. Compliance.
  - a. Subcontractor shall comply with all applicable Federal and State laws and regulations, and Member privacy protections described in HIPAA regulations and in Title 45 CFR parts 160 and 164, subparts A and E.
  - b. Subcontractor is subject to monitoring per 42 CFR § 438.230(b).
    - i. Subcontractor shall permit Company to perform ongoing monitoring of Subcontractor in order to assure compliance with the requirements set forth in the Agreement.
    - ii. Subcontractor shall permit Company to perform a formal performance review of Subcontractor at least annually.
    - iii. If applicable, Company shall monitor encounter data of Subcontractor before the data is submitted to the Department. Company shall apply certain key edits to the data to ensure accuracy and completeness. These edits shall include, but not be limited to, Member and Company identification numbers, dates of service, diagnosis and procedure codes, etc.
    - iv. Company shall monitor Subcontractor’s Company enrollment, credentialing, and re-credentialing policies and procedures to assure compliance with Federal disclosure requirements described in the applicable State Contract, with respect to disclosure of information regarding ownership and control, business transactions, and criminal convictions for crimes against Federally funded or Federally related health care programs. Additionally, Company shall monitor to assure that Subcontractor complies with requirements for prohibited affiliations with individuals or entities excluded from participating in Federal health care programs as described in the applicable State Contract.
    - v. As a result of monitoring activities conducted by Company (through ongoing monitoring and/or annual review), Company shall identify to Subcontractor deficiencies or areas for improvement, and Subcontractor shall take appropriate corrective action.
3. Engagement of Subcontractor:
  - b. Subcontractor agrees that interface between Parties will include data sharing capabilities.
  - c. In the event that performance by Subcontractor is found to be inadequate, Subcontractor is subject to sanctions which may include termination of the Agreement.
  - d. If the Agreement is terminated, Subcontractor shall supply all information necessary for the reimbursement of outstanding Medicaid claims within thirty (30) days.
4. Evaluation, Inspection, and Auditing.
  - a. Subcontractor agrees that DMAS may evaluate, through inspection or other means of inquiry, the quality, appropriateness, and timeliness of services under this Agreement.
  - b. Subcontractor acknowledges that, at any time, DMAS, CMS, the Office of the Inspector General, the Comptroller General, and their designees may inspect and audit records or documents and may inspect the premises, physical facilities, equipment where

Medicaid-related activities or work is conducted, equipment, books, records, contracts, or other electronic systems relating to this Agreement or the Prime Contract.

c. The above audit rights will exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

5. Payment.

a. Company shall pay Subcontractor within seven (7) days of receipt of payment from DMAS, or shall notify Subcontractor, in writing, of intention to withhold all or part of Subcontractor's payment and the reason.

b. The interest rate shall be one (1) percent per month for all amounts owed to Subcontractor that remain unpaid seven (7) days following receipt of payment from DMAS, except for amounts properly withheld.

6. Offshore Services. Subcontractor is prohibited from performing, and is prohibited from engaging or paying any individual or entity to perform, any services for Company if Subcontractor or such individual or entity is physically located outside of one of the fifty United States or one of the United States Territories (*i.e.*, American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands) ("Offshore Services"), unless Company, in its sole discretion and judgment, agrees in advance and in writing to the provision of such Offshore Services by Subcontractor and/or such individual or entity. Subcontractor agrees that Company has the right to audit Subcontractor and/or such individual or entity prior to the provision of Offshore Services for Company. Additionally, Subcontractor represents and warrants that it does not, and will not, permit any Medicare Member's protected health information (PHI), or any other information that Company or Subcontractor has obtained in connection with the Agreement, to be accessible by any individual or entity that is physically located outside of one of the fifty United States or one of the United States Territories without prior written notice to Company and without Company's prior written approval of same. In the event that Company agrees in advance and in writing to the provision of Offshore Services that involve Medicare Member protected health information (PHI), such Offshore Services are subject to CMS reporting within thirty (30) days of: (1) performing, or contracting to perform, such Offshore Services, and (2) any time Subcontractor changes the Offshore Services being performed. [CMS Memo dated July 23, 2007 on "Sponsor Activities Performed Outside of the United States" and CMS Questions and Answers dated September 20, 2007 on "Sponsor Activities Performed Outside of the United States"].

## ADDENDUM A

### VIRGINIA MEDICAID COMPLIANCE ADDENDUM – SUBCONTRACTOR

This Medicaid Compliance Addendum is incorporated by reference in the Agreement. If there is any conflict between the terms of this Addendum and any of the terms of the Agreement, including any attachments, schedules, exhibits and/or addenda made part of the Agreement, the terms of this Addendum shall govern and control; provided, however, that if there is any conflict between any of the terms of the Agreement, including this Addendum, and the Cardinal Care Contract between Company and the Virginia Department of Medical Assistance Services’ (“DMAS” or the “Department”), as amended or superseded (the “Contract”), then the terms of the Contract will govern and control.

For purposes of this Addendum, the term “Subcontractor” shall mean the health care vendor, or physician, group, facility, or hospital executing the Agreement, as identified on the first page of the Agreement. In the event that any of the following required Medicaid provisions are inapplicable to Subcontractor, as construed under the Contract and in accordance with Applicable Law, such provision shall not apply.

Company and Subcontractor agree to abide by all applicable provisions of the Contract. Subcontractor compliance with the Contract specifically includes, but is not limited to, the requirements contained herein.

#### 1.0 DEFINITIONS

All capitalized terms used in this Addendum, and not otherwise defined in this Addendum, shall have the meanings set forth in the Agreement, or if not defined in the Agreement, in the Contract.

#### 2.0 REGULATORY AND CONTRACTUAL REQUIREMENTS

2.1 Duty to Refund. Subcontractor shall refund payments made by Company if Subcontractor is found to have billed Company contrary to policy, failed to maintain records or adequate documentation to support its claims, or billed for medically unnecessary services. (12VAC30-120-1720(A)(4); 12VAC30-141-650(D); and 12VAC30-141-870(D) and Cardinal Contract, Section 5.12.5.10, 5.12.5.11)

2.2 Agreement Subject to Department Review. Subcontractor acknowledges and agrees that the Department may approve, modify and approve, or deny the Agreement and any changes in approved agreements at its sole discretion. Subcontractor further acknowledges and agrees that the Department, at its sole discretion, may impose such conditions or limitations on its approval of the Agreement or changes to approved agreements as it deems appropriate. Subcontractor shall cooperate with Company in Company’s submission to the Department of the Agreement for initial approval and, if necessary, approval of any future changes. (Cardinal Contract, Section 7.3.6)

2.3 Validity of Terms. No terms of the Agreement are valid which terminate legal liability of Company in the Contract. (Cardinal Contract, Attachment C, “Network Subcontractor Agreement Prohibitions,” at 1.)

2.4 Subcontractor Cooperation with Company Programs. Subcontractor agrees to participate in and contribute required data to Company’s quality improvement and other assurance programs as required in the Contract. Subcontractor agrees to cooperate with the External Quality Review Organization (EQRO), which is contracted by the Department to perform quality studies. The level of cooperation includes, but is not limited to, responding favorably and promptly to requests for Members’ medical records in the format and timeframe requested by the EQRO or the Department. (Cardinal Contract, Section 10 and Attachment C.12, 13)

2.5 Emergency and Urgent Care. Subcontractor agrees to abide by the terms of the Contract for the timely provision of emergency and urgent care. Where applicable, Subcontractor agrees to follow those procedures for handling urgent and emergency care cases stipulated in any required hospital/emergency department Memorandums of Understanding signed by Company in accordance with the Contract. (Cardinal Contract, Section 5.7.1, 7.2.3, 12.1, Attachment C.14)

2.6 Utilization Data. Subcontractor agrees to submit to Company utilization data in the format specified by Company, so Company can meet the Department specifications required by the Contract. (Cardinal Contract, Section 6.1.5, 8.11)

2.7 Conflicts. Any conflict in the interpretation of Company's Policies or the Agreement shall be resolved in accordance with Federal and Virginia laws and regulations, including the State Plan for Medical Assistance Services and Department memos, notices, and Subcontractor manuals. (*Cardinal Contract, Section 1.1*)

2.8 Non-discrimination. Subcontractor agrees to comply with all non-discrimination requirements in the Contract relating to equal employment opportunity and accessibility of services. Subcontractor shall provide services to members under the Contract in the same manner as it provides those services to all non-Medicaid and non-FAMIS members, including those with limited English proficiency or physical or mental disabilities. Subcontractor shall offer hours of operation that are no less than the hours of operation offered to commercial members or other Virginia Medicaid programs, if Subcontractor serves only Medicaid and/or FAMIS members. (*Cardinal Contract, Section 2.5, 2.14, 21.1.3*)

2.9 Record Retention. Subcontractor agrees to comply with all record retention requirements and, where applicable, the special reporting requirements on sterilizations and hysterectomies stipulated in the Contract. Specifically, Subcontractor agrees to retain, as applicable, enrollee grievance and appeal records in accordance with 42 CFR § 438.416, base data in 42 CFR § 438.5(c), MLR reports in 42 CFR § 438.8(k), and the data, information, and documentation specified in 42 CFR §§ 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years after final payment is made under the Agreement or, in the event that the Agreement is renewed, 10 years after the renewal date or, if applicable, the resolution of an audit, litigation, or other action involving such records; and further agrees to comply with HIPAA security and confidentiality of records standards as detailed in the Contract. (*Cardinal Contract, Section 11.16, 21.2.2 and Attachment C.5*)

2.10 Maintenance of Records. Subcontractor agrees to comply with the requirements for maintenance and transfer of medical records stipulated in the Contract and all Applicable Laws. Subcontractor agrees to make medical records available to members and their authorized representatives within ten (10) business days of the record request. (*12VAC5-408-210(A) and (B); Cardinal Contract, Section 4.1 and Attachment C.8; FAMIS Regulations, 12VAC30-141-650(B) and 12VAC30-141-870(B)*)

#### 2.11 Access to Facilities and Records.

2.11.1 Subcontractor agrees to provide representatives of Company, as well as duly authorized agents or representatives of the Department, the U.S. Department of Health and Human Services, and the State Medicaid Fraud Control Unit access to its premises and its books, fee schedules, documents, papers, records, contracts and/or medical records in accordance with the Contract. Subcontractor must allow the Department, or its duly authorized representatives to inspect, copy, and audit any of Subcontractor's medical and/or financial records. Subcontractor agrees otherwise to preserve the full confidentiality of medical records in accordance with the Contract. Subcontractor must forward to Company medical records within ten (10) business days of Company's request. (*FAMIS Regulations, 12VAC30-141-650(C) and 12VAC30-141-870(C); Cardinal Contract, Section 17.3.2, 21.2.1, 21.2.2 and Attachment C.7*)

2.11.2 Subcontractor shall allow duly authorized agents or representatives of the State or Federal Government, at any time, access to its premises to inspect, audit, monitor or otherwise evaluate the performance of Subcontractor's contractual activities and shall forthwith produce all records requested as part of such review or audit. Duly authorized agents or representatives of the State or Federal Government shall have the right to audit and inspect any books or record of Subcontractor pertaining to the ability of Subcontractor to bear the risk of financial losses and services performed or payable amounts under the Contract. In the event right of access is requested, Subcontractor shall, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate the State or Federal personnel conducting the audit or inspection effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of Subcontractor's activities. All information so obtained will be accorded confidential treatment as provided under Applicable Law. Subcontractor agrees that the terms of this provision extend to its subcontractors and network Subcontractors, as applicable. (*Cardinal Contract, Section 21.2.1, 21.2.2 and Attachment C.7*)

2.12 Member Access to Records. Subcontractor agrees to the requirements for maintenance and transfer of medical records stipulated in the Contract. Subcontractor further agrees to make medical records available to Members and their authorized representatives within ten (10) business days of the record request. (*Cardinal Contract, Attachment C.9*)

2.13 Subcontractor Disclosures. Subcontractor agrees to disclose the required information, at the time of application, credentialing, and/or recredentialing, and/or upon request, in accordance with 42 CFR Part 455, Subpart

B, and relevant provisions of the Contract, as related to ownership and control, business transactions, and criminal conviction for offenses against Federally related health care programs including Medicare, Medicaid, or CHIP programs. See 42 CFR §§ 455.101 - 455.106 for definitions, percentage calculations, and requirements for disclosure of ownership, business transactions, and information on persons convicted of crimes related to any Federal health care programs. (*Cardinal Contract, Attachment C.10*)

2.14 Confidentiality of Family Planning Services. Subcontractor agrees to ensure confidentiality of family planning services in accordance with the Contract, except to the extent required by law, including, but not limited to, the Virginia Freedom of Information Act. (*Cardinal Contract, Attachment C.6*)

2.15 No Barriers to Care. Subcontractor agrees to not create barriers to access to care by imposing requirements upon Members that are inconsistent with the provision of Medically Necessary and covered Medicaid/FAMIS services. (*Cardinal Contract, Attachment C.15*)

2.16 Subcontractor Referrals and Hold Harmless. Subcontractor agrees to clearly specify referral approval requirements to its Subcontractors and in any sub-subcontracts. Additionally, Subcontractor hereby agrees that, if there is an intermediary organization between Company and Subcontractor, the hold harmless requirement set forth in Section 13.3 of the Contract shall include nonpayment by the Plan, Company, and the intermediary organization. Subcontractor further agrees that the hold harmless requirement applies in circumstances where Subcontractor fails to obtain necessary referrals, preauthorization, or fails to perform other required administrative functions. (*Virginia Code § 38.2- 5805(C)(10); Cardinal Contract, Section 8.9.4, 13.3, 14.3; Attachment C.21*)

2.17 Restriction on Billing Members. Subcontractor agrees not to bill Medicaid Members for medically necessary services covered under the Contract and provided during the Member's period of enrollment, including coinsurance, copayments, deductibles, financial penalties, or any other amount, other than for any Patient Pay established by Department of Social Services (DSS) towards long term services and supports (LTSS) services. This provision shall continue to be in effect even if Company becomes insolvent. Subcontractor shall hold members harmless for charges for any Medicaid covered service. This includes those circumstances where Subcontractor fails to obtain necessary referrals, preauthorization, or fails to perform other required administrative functions. However, if a Member agrees in advance of receiving the service and in writing to pay for a service that is not a State Plan service, then Subcontractor can bill the Member for the service. (*Cardinal Contract Section 13.3; Attachment C.23*)

2.18 Prompt Provision of Covered Services. Subcontractor shall promptly provide or arrange for the provision of all services required under the Agreement. This provision shall continue to be in effect for subcontract periods for which payment has been made even if Subcontractor becomes insolvent until such time as Members are withdrawn from assignment to Subcontractor. (*Cardinal Contract, Attachment C.18*)

2.19 PCP Obligation to Continue Services after Disenrollment. Except in the case of death or illness, Subcontractor, if serving as a PCP, agrees to notify Company at least thirty (30) days in advance of disenrollment and agrees to continue care for his or her panel Members for up to thirty (30) days after such notification, until another PCP is chosen or assigned. (*Cardinal Contract, Attachment C.16*)

2.20 PCP Panel. Subcontractors serving as a PCP pursuant to the Agreement agree to act as a PCP for the predetermined number of Members set forth on the PCP Panel Schedule attached hereto, not to exceed the panel size limits set forth in the Contract. (*Cardinal Contract, Attachment C.17*)

2.21 Timeframe for Payment. Company agrees to pay Subcontractor within thirty (30) days of the receipt of a claim for Covered Services rendered to a covered Member unless there is a signed agreement with Subcontractor that states another timeframe for payment that is acceptable to Subcontractor. (*Cardinal Contract, Section 12.2.4 and Attachment C.26*)

2.22 Prior Authorization Procedures. Company shall follow prior authorization procedures pursuant to the *Code of Virginia* § 38.2-3407.15:2, which are hereby incorporated by reference. Company must accept telephonic, facsimile, or electronic submissions of prior authorization requests that are delivered from e-prescribing systems, electronic health records, and health information exchange platforms that utilize the National Council for Prescription Drug Programs' SCRIPT standards for prior authorization requests. (*Cardinal Contract, Attachment C.20*)

2.23 State Appropriations. Notwithstanding any other provision to the contrary, the obligations of Virginia shall be limited to annual appropriations by its governing body for the purposes of the subcontract. (*Cardinal Contract, Section 21.1.20*)

2.24 Confidentiality of Medical Records. Subcontractor shall comply with the security and confidentiality of medical records standards as detailed in the Contract. Specifically, for all referrals that require the sharing of a Member's medical information, Subcontractor shall obtain necessary written and signed informed consent from Member prior to release of Member's medical information. All requests for medical information shall be consistent with the confidentiality requirements of 42 CFR Part 431, Subpart F. (*Cardinal Contract, Section 11.7*)

2.25 Member Rights. Subcontractor shall comply with any Applicable Laws that pertain to member rights. (*Cardinal Contract, Section 4.1*)

2.26 Emergency Services (Hospitals Only). In accordance with Section 1867 of the Social Security Act, if Subcontractor is a hospital that offers Emergency Services, Subcontractor shall perform a medical screening examination on all people who come to Subcontractor seeking emergency care, regardless of their insurance status or other personal characteristics. If an Emergency Medical Condition is found to exist, Subcontractor must provide whatever treatment is necessary to stabilize that condition. Subcontractor may not transfer a patient in an unstabilized emergency condition to another facility unless the medical benefits of the transfer outweigh the risks, and the transfer conforms to all applicable requirements. (*Cardinal Contract, Section 5.7*)

2.27 Immunization Registry Database. To the extent possible, and as permitted by Virginia statute and regulations, Subcontractor shall participate in the state-wide immunization registry database. (*Cardinal Contract, Section 5.8.6*)

2.28 Members with Disabilities. Subcontractor must ensure that Members with disabilities have effective communication with health care system participants in making decisions with respect to treatment options. (*Cardinal Contract, Section 4.3.2, 4.3.7, 8.9.1.2.6*)

2.29 Maternity Care. Subcontractor shall screen pregnant women (or refer to an appropriate practitioner to screen) for maternal mental health concerns including but not limited to postpartum depression in accordance with the American College of Obstetricians and Gynecologists (ACOG) or American Academy of Pediatrics (AAP) standards. (*Cardinal Contract, Section 5.13.1.3, 8.9.1.3*)

2.30 Subcontractor Appeals. Subcontractor has the right to appeal adverse decisions to the Department. If Subcontractor has rendered services to a member enrolled with Company in the Medicaid program and has either been denied authorization/reimbursement for the services or has received reduced authorization/reimbursement, Subcontractor can request a reconsideration of the denied or reduced authorization/reimbursement. Before appealing to the Department, Subcontractor must first exhaust Company's internal appeals and reconsideration processes as set forth in the Agreement and Contract. (*Cardinal Contract, Section 9.8*)

2.31 Subcontractor Identifiers. In accordance with requirements set forth in 1932(d)(4) and 1173(b)(2) of the Social Security Act, Company shall assign a unique identifier to Subcontractor, and Subcontractor shall use this identifier when submitting data to Company. (*Cardinal Contract, Section 11 and Attachment C.2*)

2.32 Subcontractor Bankruptcy. Subcontractor shall notify Company of any bankruptcy filing on or before the date of such filing. (*Cardinal Contract, Section 21.2.40.4*)

2.33 Credentialing of Behavioral Health Subcontractors. To the extent that Subcontractor provides Community Based Mental Health Services (CBMHS) or Addiction and Recovery Treatment Services (ARTS), Subcontractor must meet any applicable Department of Behavioral Health and Developmental Services (DBHDS) certification and licensing standards. Behavioral health and ARTS Subcontractors also shall meet Department's qualifications as outlined in 12 VAC 30-130-5000, et al., and Department's most current behavioral health Subcontractor manuals, including the community mental health rehabilitative services, mental health clinic, and psychiatric services Subcontractor manuals found at: <https://vamedicaid.dmas.virginia.gov/manuals/Subcontractor-manuals-library>. (*Cardinal Contract, Section 7.3.4*)

2.34 Excluded Entities/Service Subcontractors. Subcontractor shall screen its employees and contractors initially and on an ongoing monthly basis against the HHS-OIG online exclusions database to determine whether any of its employees/contractors have been excluded from participation in Federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded or debarred. The HHS-OIG online exclusions database is available at <https://exclusions.oig.hhs.gov/>. Subcontractor shall

immediately report to Company any exclusion information discovered. Subcontractor is further prohibited from contracting with Subcontractors who have been terminated from the Medicaid program by the Department for fraud, waste, and abuse. (*Cardinal Contract, Section 7.3.8*)

2.35 Subcontractor Payment Processing. Company shall pay community behavioral health, early intervention, and ARTS Subcontractors no less than the current Medicaid Fee For Service rate or a different negotiated rate as mutually agreed upon by Subcontractor and Company and outlined in the Agreement. (*Cardinal Contract, Section 8.11.5, 8.12.4, 12.2.4*)

2.36 Early Intervention Services. To the extent that Subcontractor provides Early Intervention Services, Subcontractor must adhere to the requirements and provide services in accordance with Virginia and Federal laws and regulations governing the provision of Early Intervention Services, as well as both of the Early Intervention Practice Manuals (DMAS and DBHDS Part C). (*Cardinal Contract, Section 5.9, 5.13.3.5, 7.3.5.3, 12.2.4*)

2.37 Screenings (Under EPSDT). To the extent that Subcontractor is a pediatric primary care Subcontractor, Subcontractor shall incorporate the use of a standardized developmental screening tool for children consistent with the American Academy of Pediatrics (AAP) policy statements and clinical guidelines. AAP policy recommends surveillance (assessing for risk) at all well-child visits, and screening using a standardized tool routinely. Developmental screenings must be documented in the medical record using a standardized screening tool. (*Cardinal Contract, Section 5.8.3*)

2.38 HIPAA Disclaimer. To the extent that Subcontractor renders services under the Contract on behalf of Company, and Subcontractor receives or has access to PHI, Subcontractor agrees to sign an agreement with Company that complies with HIPAA and to be bound by the same restrictions, terms, and conditions relating to PHI that apply to Company under the Contract. Subcontractor specifically agrees to report breaches of PHI to Company on the same day Subcontractor discovers such breach. (*Cardinal Contract, Section 21.2.6*)

2.39 Overpayments. Subcontractor shall promptly report any overpayments to Company and shall return overpayments to Company in accordance with Company policy within sixty (60) calendar days after the date on which the overpayment was identified. Subcontractor also shall notify Company in writing of the reason for the overpayment in accordance with 42 C.F.R. § 438.608(d)(2). (*Cardinal Contract, Section 19.1*)

2.40 Subcontractor-Preventable Conditions. Subcontractor shall comply with 42 CFR § 438.3(g) requirements mandating Subcontractor identification of Subcontractor-preventable conditions as a condition of payment. Company shall not agree to a payment methodology which would pay for Subcontractor-preventable conditions as set forth in 42 C.F.R. § 434.6(a)(12) and 42 C.F.R. § 447.26. (*Cardinal Contract, Section 12.1.1 and Attachment C.27*)

2.41 Network Subcontractor Contract Supplement (Subcontractor Manual). A Subcontractor Manual may be used to supplement the Agreement. The Subcontractor Manual, including any amendments and revisions, is incorporated into Subcontractor's obligations under the Agreement by this reference. It is understood that the Agreement takes precedence over any language in the Subcontractor Manual. (*Cardinal Contract, Attachment C*)

### **3.0 STATUTORY AND REGULATORY REQUIREMENTS FOR MANAGED CARE PLANS**

#### **3.1 Health Care Subcontractor Panels**

3.1.1 For a period of at least 90 days from the date of the notice of Subcontractor's termination from Company's Subcontractor panel, except when Subcontractor is terminated for cause, Subcontractor shall be permitted by Company to render health care services to any Members who were in an active course of treatment from Subcontractor prior to the notice of termination and request to continue receiving health care services from Subcontractor. (*Virginia Code § 38.2- 3407.10(F)(1)*)

3.1.2 Notwithstanding the provisions of 3.1.1, Subcontractor shall be permitted to continue rendering health services to any Member who has entered the second trimester of pregnancy at the time of Subcontractor's termination of participation, except when Subcontractor is terminated for cause. Such treatment shall, at the Member's option, continue through the provision of postpartum care directly related to the delivery. (*Virginia Code § 38.2-3407.10(F)(2)*)

3.1.3 Notwithstanding the provisions of 3.1.1, Subcontractor shall be permitted to continue rendering health services to any Member who is determined to be terminally ill (as defined under § 1861 (dd)(3)(A) of the Social

Security Act) at the time of Subcontractor's termination of participation, except when Subcontractor is terminated for cause. Such treatment shall, at the Member's option, continue for the remainder of the Member's life for care directly related to the treatment of the terminal illness. (*Virginia Code § 38.2-3407.10(F)(3)*)

**3.2 Medically Necessary Services.** Nothing contained in this Addendum or in the Agreement shall be construed to require Subcontractor to deny Covered Services that Subcontractor knows to be Medically Necessary and appropriate that are provided with respect to a specific Member or group of Members with similar medical conditions. (*Virginia Code § 38.2-3407(N)*)

**3.3 Limitation on Remedies.** None of Subcontractor, its agents, trustees, or assignees may maintain any action at law against a Member to collect sums owed by Company or any intermediary organization between Company and Subcontractor. (*Virginia Code § 38.2-5805(C)(2) and (5)*)

**3.4 Urgent Care and Emergency Services.** Subcontractor shall allow its Members, on a 24-hour basis, (i) access to medical care or (ii) access by telephone to a physician or licensed health care professional with appropriate medical training who can refer or direct a Member for prompt medical care in cases where there is a need for urgent care or Emergency Services. Subcontractor shall clearly notify Members of provisions for urgent care or Emergency Services when Subcontractor is not available after hours. (*12VAC5-408-280(A) and (C)*)

#### **4.0 REGULATORY REQUIREMENTS SPECIFIC TO MEDALLION MANDATORY MANAGED CARE**

**4.1 Compliance with Quality of Care Standards.** Subcontractor shall comply, and cause its employees, agents, independent contractors, and subcontractors to comply, with all applicable federal and state mandates, community standards for quality of care, and standards developed pursuant to the DMAS managed care quality program. (*12VAC30-120-380(E)*)

**4.2 Cost-Sharing.** In accordance with 42 CFR § 447.50 through 42 CFR § 447.60, no provision contained in this Addendum or in the Agreement shall be construed to impose any cost sharing obligations on Members except as set forth in 12VAC30-20-150 and 12VAC30-20-160. (*12VAC30-120-380(I)*)

#### **5.0 COMMONWEALTH COORDINATED CARE PLUS REQUIREMENTS**

**5.1 Coverage Responsibility for Behavioral Health Services.** To the extent that Subcontractor provides behavioral health services and Addiction and Recovery Treatment Services (ARTS), Subcontractor must meet Department's qualifications as outlined in 12VAC30-50-226, 12VAC30-60-143, 12VAC30-50-130 and 12VAC30-60-61. ARTS Subcontractors shall meet the requirements in 12VAC30-130-5000, et al., and the Department's most current behavioral health Subcontractor manuals, including the ARTS, community mental health rehabilitative services, mental health clinic, and psychiatric services Subcontractor manuals published on the DMAS website and currently found at <https://vamedicaid.dmas.virginia.gov/manuals/Subcontractor-manuals-library>. Community Based Mental Health and ARTS Subcontractors (public and private) shall meet any applicable Department of Behavioral Health and Developmental Services (DBHDS) certification and licensure standards. (*Cardinal Contract, Section 5.5.2, 5.5.6*)

**5.2 Behavioral Health Services Outcomes.** To the extent that Subcontractor provides behavioral health services, Subcontractor must collect clinical outcomes data as determined by Company and approved by the Department. Subcontractor also must make available behavioral health clinical assessment, treatment planning, and outcomes data for quality, utilization, and network management purposes. (*Cardinal Contract, Section 10.7.1*)

**5.3 Community Mental Health Services.** To the extent that Subcontractor provides Community Mental Health Services (CMHS), Subcontractor must perform the required intake as defined in 12VAC30-50-226 prior to submitting a request for CMHS. (*Cardinal Contract, Section 5.5.2*)

**5.4 Addiction and Recovery Treatment Services.** To the extent that Subcontractor provides ARTS services, Subcontractor shall comply with the following requirements:

**5.4.1 Program Integrity Safeguards.** Subcontractor shall cooperate with Company in fulfilling Company's obligation to perform an annual review of Subcontractor to assure that the health care professionals under contract or other agreement with Subcontractor are qualified to provide ARTS and that services are being provided in accordance with the Agreement, the American Society for Addiction Medicine (ASAM) criteria, and CCC Plus program



requirements. (*Cardinal Contract, Section 7.3.5.2*)

5.4.2 Community Integration. Subcontractor shall provide ARTS services in a manner that demonstrates cultural and linguistic competency as detailed in the Contract. (*Cardinal Contract, Section 2.16, 5.5.6.4*)

5.4.3 Services for Adolescents and Youth with Substance Use Disorders (SUD). Subcontractor shall not work with children under age 21 unless Subcontractor has experience in addiction treatment with children and adolescents. (*Cardinal Contract, Section 5.8.11*)

5.5 Early Intervention Services. To the extent that Subcontractor provides Early Intervention services:

5.5.1 Subcontractor must be contracted with or have a memorandum of agreement (MOA) in place with the local lead agency for the catchment area in which the Member resides. (*Cardinal Contract, Section 7.3.5.3*)

5.5.2 In accordance with 12VAC30-50-131, Subcontractor must be certified by DBHDS to provide Early Intervention services. Subcontractors of Early Intervention Care Management/Service Coordination must be certified through DBHDS as an Early Intervention Service Coordinator. (*Cardinal Contract, Section 7.3.5.3*)

5.6 Patient Pay for Long Term Services and Supports. Patient Pay refers to the Member's obligation to pay towards the cost of long-term services and supports ("LTSS") if the Member's income exceeds certain thresholds. The Patient Pay must not be confused with a co-pay or deductible. Company shall develop policies and procedures regarding the collection of the Patient Pay obligation. Company may collect it directly from the Member or assign this responsibility to Subcontractor, to the extent that Subcontractor provides LTSS. If assigned to Subcontractor, Subcontractor shall comply with Company's policies and procedures regarding the Patient Pay obligation, and Company shall reduce reimbursements to Subcontractor equal to the Patient Pay obligation each month. (*Cardinal Contract, Section 5.12, 13.2.1*)

5.7 Special Rules Related to Financial Eligibility for Long Term Care. To the extent that Subcontractor provides LTSS, Subcontractor is allowed to bill the Member for certain non-covered services if Subcontractor has informed the Member prior to LTSS admission that, if the Member is found by DSS to not be financially eligible for Medicaid funded long term services, the Member will be held financially liable for the costs of long-term services. (*Cardinal Contract, Section 5.12.4.2*)

5.8 Credentialing of CCC Plus Waiver Subcontractors. Subcontractor shall comply with the Subcontractor requirements as established in the DMAS Subcontractor manuals published on the DMAS website and currently found at <https://vamedicaid.dmas.virginia.gov/manuals/Subcontractor-manuals-library> and the following regulations: Elderly or Disabled with Consumer Directions (EDCD) Waiver – 12VAC30-120-900 through 12VAC30-120-995. All Subcontractors of CCC Plus Waiver services (including Adult Day Healthcare Center (ADHC)) shall maintain compliance with the provisions of the CMS Home and Community Based Settings Rule as detailed in 42 CFR § 441.301(c)(4)-(5) prior to executing a Subcontractor agreement. (*Cardinal Contract, Section 7.3.4 and Attachment C.3; 12VAC30-120-610 et seq.*)

5.9 Inpatient Admission Privileges. To the extent that Subcontractor provides inpatient services to Members, Subcontractor shall have admitting and treatment privileges in a minimum of one general acute care hospital. (*Cardinal Contract, Section 7.2.4*)

5.10 Critical Incidents. Subcontractor shall report, respond to, and document critical incidents to Company in accordance with applicable requirements. "Critical incidents" shall include, but not be limited to, the following incidents: medication errors, severe injury or fall, theft; suspected physical or mental abuse or neglect; financial exploitation and death of a Member. The maximum timeframe for reporting an incident to Company shall be twenty-four (24) hours. The initial report of an incident within twenty-four (24) hours may be submitted verbally, in which case Subcontractor shall submit a follow-up written report within forty-eight (48) hours. (*Cardinal Contract, Section 16.2*)

5.11 Prohibited Actions. Subcontractor shall not knowingly have an employment, consulting, Subcontractor agreement, or other agreement or relationship for the provision of items and services that are significant and material to the Subcontractor's obligations under the Contract with any person, or affiliate of such person, who is excluded, under Federal law or regulation, from certain procurement and non-procurement activities. Further, no such person may have beneficial ownership of more than five (5) percent of Subcontractor's equity or be permitted to serve as a

director, officer, or partner of Subcontractor. Subcontractor is further prohibited from contracting with Subcontractors who have been terminated from the Medicaid program by the Department for fraud, waste, and abuse. Subcontractor can screen managing employees, contractors, and other individuals against the HHS-OIG online exclusions database on a monthly basis to determine whether any such individuals have been excluded from participating in Federal health care programs. The HHS-OIG online exclusions database is available at <https://exclusions.oig.hhs.gov/>. Subcontractor shall immediately report to Company any exclusion information discovered. (*Cardinal Contract, Section 12.1.5, 19.6.1*)

**5.12 Protecting Member from Liability for Payment.** Subcontractor shall not deny any service covered under the Contract to a Member for failure or inability to pay any applicable charge or where Member, who, prior to becoming CCC Plus program eligible, incurred a bill that has not been paid. (*Cardinal Contract, Section 13.3*)

**5.13 Immunizations/Vaccinations.** To the extent that Subcontractor provides EPSDT services, Subcontractor shall comply with the following requirements:

5.13.1 Subcontractor shall render immunizations, in accordance with the EPSDT periodicity schedule specified in the most current Advisory Committee on Immunization Practices (ACIP) Recommendation, concurrently with the EPSDT screening. Subcontractor shall not inappropriately refer a Member to other Subcontractors for immunizations. (*Cardinal Contract, Section 5.8.3, 5.8.6*)

5.13.2 If Subcontractor is a PCP who administers childhood immunizations, Subcontractor shall be encouraged to enroll in the Virginia Vaccines for Children program (VVFC), administered by the Virginia Department of Health. (*Cardinal Contract, Section 5.8.6*)

5.13.3 If Subcontractor is a PCP, Subcontractor shall not be permitted to routinely refer Members to the local health department to receive vaccines. (*Cardinal Contract, Section 5.8.6*)

**5.14 Clean Claim.** Company shall pay Subcontractor in accordance with the terms of the Contract upon receipt of a clean claim. A clean claim is a claim that has no defect or impropriety (including any lack of any required substantiating documentation) or particular circumstance requiring special treatment that prevents timely payments from being made on the claim under this title. See Sections 1816(c)(2)(B) and 1842(c)(2)(B) of the Social Security Act. (*Cardinal Contract, Section 12.1*)

**5.15 Medically Necessary or Medical Necessity.** Per Virginia Medicaid, Medically Necessary or Medical Necessity is defined as an item or service provided for the diagnosis or treatment of an enrollee's condition consistent with standards of medical practice and in accordance with Virginia Medicaid policy (12 VAC 30-130-600) and EPSDT criteria (for those under age 21) and Federal regulations as defined in 42 CFR § 438.210 and 42 CFR § 440.230. (*Cardinal Contract, Section 22*)

**5.16 Standard Contract Elements.** Subcontractor agrees to comply with the following requirements: (*Cardinal Contract, Section 7.3.6, 21.1.2, and Attachment C*)

5.16.1 Subcontractor agrees to abide by all applicable provisions of the Contract.

5.16.2 Subcontractor shall have a National Subcontractor Identifier (NPI) number.

5.16.3 Subcontractor shall meet Company's standards for licensure, certification, and credentialing.

5.16.4 Subcontractor shall meet Company's standards for insurance coverage.

5.16.5 Subcontractor shall comply with all applicable Federal and State laws and regulations, including Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 as amended; Health Insurance Portability and Accountability Act of 1996 (HIPAA) security and privacy standards, section 1557 of the Patient Protection and Affordable Care Act (including, but not limited to, reporting overpayments pursuant to state or federal law) and the Deficit Reduction Act of 2005 (DRA) requiring that emergency services be paid in accordance with the DRA provisions [Pub. L. No. 109-171, Section 6085], and as explained in CMS State Medicaid Director Letter SMDL #06-010. Subcontractor shall maintain capacity to deliver services in a manner that accommodates the needs of its Members by: (*Cardinal Contract, Section 2.5*)

- 5.16.5.1 Providing flexibility in scheduling to accommodate the needs of Members;
- 5.16.5.2 Providing interpreters or translators for Members who are deaf and hard of hearing, and those who do not speak English;
- 5.16.5.3 Ensuring that individuals with disabilities are provided with reasonable accommodations to ensure effective communication, including auxiliary aids and services. Reasonable accommodations will depend on the particular needs of the individual and include but are not limited to:
  - 5.16.5.3.1 Ensuring safe and appropriate physical access to buildings, services, and equipment;
  - 5.16.5.3.2 Allowing extra time for Members to dress and undress, transfer to examination tables, and to understand the information provided by Subcontractor so that Members can fully participate in the provision of care; and
  - 5.16.5.3.3 Demonstrating compliance with the ADA by conducting an independent survey or site review of facilities for both physical, communication and programmatic accessibility, documenting any deficiencies in compliance and monitoring correction of deficiencies. (*Cardinal Contract, Section 7.2.12*)
- 5.16.6 Vehicles shall comply with the Americans with Disabilities Act specifications for transportation, 49 CFR Part 38, subparts A and B. (*Cardinal Contract, Section 7.2.12*)
- 5.16.7 Subcontractor shall maintain records for ten (10) years from the close of the Subcontractor Contract. For children under age twenty-one (21) enrolled in the CCC Plus Waiver, Subcontractor shall retain records for the greater period of a minimum of ten (10) years or at least six (6) years after the minor has reached 21 years of age per 12VAC30-120- 1730. (*Cardinal Contract, Attachment C.5*)
- 5.16.8 Subcontractor shall provide copies of Member records and access to its premises to representatives of Company, as well as duly authorized agents or representatives of the Department, the U.S. Department of Health and Human Services, and the State Medicaid Fraud Unit. (*Cardinal Contract, Section 17.3.2, 21.2.1 and Attachment C.7*)
- 5.16.9 Subcontractor shall maintain and provide a copy of a Member's medical records, in accordance with 42 CFR § 438.208(b)(5), to the Member and his or her authorized representatives as required by Company and within no more than ten (10) days of the Member's request. (*Cardinal Contract, Attachment C.8*)
- 5.16.10 Subcontractor shall screen its employees and contractors initially and on an ongoing monthly basis to determine whether any of its employees/contractors have been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded or debarred. Subcontractor shall immediately report to Company any exclusion information discovered. Subcontractor is hereby informed that civil monetary penalties may be imposed against Subcontractors who employ or enter into contracts with excluded individuals or entities to provide items or services to CCC Plus Members. (*Cardinal Contract, Attachment C.11*)
- 5.16.11 Subcontractor shall submit utilization data for Members in the format specified by Company, consistent with Company obligations to the Department as related to quality improvement and other assurance programs as required in the Contract. (*Cardinal Contract, Attachment C.12*)
- 5.16.12 Subcontractor shall comply with corrective action plans initiated by Company. (*Cardinal Contract, Attachment C.19*)
- 5.16.13 Subcontractor shall clearly specify referral approval requirements to its Subcontractors and in any sub- subcontracts. (*Cardinal Contract, Attachment C.21; 12VAC30-120-620*)
- 5.16.14 Subcontractor shall hold Members harmless for charges for any Medicaid covered service. Subcontractor shall accept Company payment as payment in full except for patient pay amounts and shall not bill or balance bill a Medicaid Member for Medicaid covered services provided during the Member's period of enrollment. The collection or receipt of any money, gift, donation, or other consideration from or on behalf of a CCC Plus recipient for any Medicaid covered service provided is expressly prohibited. This includes those circumstances where Subcontractor fails to obtain necessary referrals, service authorization, or fails to perform other required administrative

functions. (*Cardinal Contract, Section 13.5 and Attachment C.21*)

5.16.15 Should an audit by Company or an authorized state or federal official result in disallowance of amounts previously paid to Subcontractor, Subcontractor will reimburse Company upon demand. Subcontractor shall not bill the Member in these instances. (*Cardinal Contract, Attachment C.22*)

5.16.16 Any conflict in the interpretation of Company's policies and the Agreement shall be resolved in accordance with Federal and Virginia laws and regulations, including the State Plan for Medical Assistance Services and Department memos, notices, and Subcontractor manuals. Subcontractor shall comply with Federal contracting requirements described in 42 CFR § 438.3, including identification of/non-payment of Subcontractor-preventable conditions, conflict of interest safeguards, inspection and audit of records requirements, physician incentive plans, recordkeeping requirements, etc. (*Cardinal Contract, Attachment C.24*)

5.16.17 Subcontractor shall comply with the claim processing and payment provisions as described in the Contract, Section 12.1, General Subcontractor Payment Processes. (*Cardinal Contract, Section 12.1 and Attachment C.25*)

**5.17 Special Provisions for Certain Subcontractor Agreements.** Subcontractor agrees to comply with the following requirements, as applicable:

5.17.1 To the extent that Subcontractor provides LTSS, ARTS, CMHS, or Early Intervention services, Subcontractor shall use Department's established billing codes as described in the Cardinal Care Coverage Chart. (*Cardinal Contract, Attachment C, "Special Considerations for Certain Subcontractor Agreements," at 1.*)

5.17.2 To the extent that Subcontractor provides LTSS services, Subcontractor shall comply with the CMS Federal Home and Community Based Services (HCBS) Settings Rule detailed in 42 C.F.R. § 441.301(c)(4)-(5). (*Cardinal Contract, Section 5.12.2.3, 7.1.6, 7.3.4.2, 8.6.1, 8.12.3 and Attachment C, "Special Considerations for Certain Subcontractor Agreements," at 2*)

5.17.3 To the extent that Subcontractor is a Nursing Facility or provides LTSS, ARTS, or Early Intervention services, Subcontractor shall comply with the special claim processing and payment provisions as described in the Subcontractor Payment Section of the Contract. (*Cardinal Contract, Attachment C, "Special Considerations for Certain Subcontractor Agreements," at 3.*)

5.17.4 To the extent that Subcontractor is a private Subcontractor of CMHS, Subcontractor must be enrolled as an agency and bill with its agency NPI in accordance with the requirements found in the CMHS manual, Chapter 2. (*Cardinal Contract, Attachment C, "Special Considerations for Certain Subcontractor Agreements," at 5.*)

5.17.5 To the extent that Subcontractor is a Virginia Community Services Board (VCSB), Subcontractor may bill under the facility NPI for qualifying practitioners in accordance with Department guidelines. Such guidelines apply to psychiatric services and CMHS as set forth in the Contract. (*Cardinal Contract, Attachment C, "Special Considerations for Certain Subcontractor Agreements," at 5.a.*)

**5.18 Special Provisions for Transportation Services.** To the extent that Subcontractor provides transportation services, Subcontractor agrees to comply with the following requirements:

5.18.1 Driver Training. Subcontractor acknowledges and agrees that all drivers who perform transports for CCC Plus Waiver enrolled Members, Members with dementia or cognitive impairments, or Members who require hand-to-hand or door-to-door level of assistance complete appropriate training prior to performing any trips for those levels of assistance. (*Cardinal Contract, Section 5.14.19*)

5.18.2 Attendants. The use of an attendant must be prior approved by Company, broker, or internal transportation services. The transportation attendant can be an employee of a transportation Subcontractor, and/or Member's attendant, approved and reimbursed by Company, broker, or internal transportation services and is responsible for assisting the driver and accompanying a Member or group of Members during transport while ensuring safe operation of the vehicle and Members. (*Cardinal Contract, Section 5.14.15*)

**5.19 Special Provisions for Non-Emergency Medical Transportation Services.** To the extent that Subcontractor provides non-emergency medical transportation (NEMT) services, Subcontractor agrees to comply with the following

requirements:

**5.19.1 Driver, Attendant, and Vehicle Requirements.** All vehicles and drivers must meet the requirements for training, licensing, vehicle inspection, registration, and insurance coverage as defined by the Department's fee-for-service NEMT program at [http://www.dmas.virginia.gov/Content\\_pgs/trn-home.aspx](http://www.dmas.virginia.gov/Content_pgs/trn-home.aspx). Further, all vehicles must meet or exceed applicable federal, state, and local requirements and manufacturer's safety, mechanical, operating, and maintenance standards while maintaining proof of compliance as to allow for unscheduled file audits. Company has the right and obligation to ensure that all vehicles transporting Members with disabilities comply with applicable requirements of the Americans with Disabilities Act (ADA), including the accessibility specifications for transportation vehicles. Subcontractor shall cooperate with Company in fulfilling these obligations. (*Cardinal Contract, Section 5.14.9*)

**5.19.2 Passenger Safety Requirements.** Subcontractor agrees to comply with the passenger safety requirements set forth in the Contract. (*Cardinal Contract, Section 5.14.14*)

**5.19.3 Driver Trip Logs.** Subcontractor shall maintain trip logs in accordance with the Contract. The Department may audit the trip logs for compliance and completeness. (*Cardinal Contract, Section 5.14.22*)

**5.20 Notification Obligations to Company and Department.** Subcontractor shall notify Company within thirty (30) days of any changes to a Subcontractor or subcontractor agreement regarding termination, pending termination, or pending modification in the subcontractor's or Subcontractor's terms that could reduce Member access to care. This written notice must occur in advance of the formal notification of termination from Company's or Subcontractor's network. (*Cardinal Contract, Section 7.3.7.2*)

**5.21 Prohibited Contract Elements.** Nothing in the Agreement or in this Addendum shall be construed to: (*Cardinal Contract, Attachment C, "Network Subcontractor Agreement Prohibitions."*)

**5.21.1** Terminate legal liability of Company, Subcontractor, or its Subcontractors and subcontractors in the Contract; or

**5.21.2** Require as condition of participation or contracting in the CCC Plus program that Subcontractor:

**5.21.2.1** Shall not contract with other CCC Plus program contractors or Department's other managed care program contractors;

**5.21.2.2** To the extent enrolled in Company's CCC Plus program network, also participate in Company's other lines of business (e.g., commercial managed care network). However, this provision does not preclude Company from requiring its other managed care (commercial, Medicare, etc.) network Subcontractors to participate in their CCC Plus program Subcontractor network; and

**5.21.2.3** Abide by terms that limit Subcontractor's participation with other CCC Plus program contractors.

**5.21.3** Provide for or require indemnity to the extent that Subcontractor is a state or local government entity.

**5.22 Protection of Member-Subcontractor Communications.** Nothing in this Addendum or the Agreement shall prohibit or otherwise restrict Subcontractor from advising a Member about his or her health status or medical care or treatment options for Member's condition or disease; information Member needs in order to decide among all relevant treatment options; risk, benefits and consequences of treatment or non-treatment; and/or Member's right to participate in decisions about his or her health care, including the right to refuse treatment and to express preferences about future treatment decisions, regardless of whether benefits for such care or treatment are provided under the Contract, if Subcontractor is acting within the lawful scope of practice. (*Cardinal Contract, Section 4.1.1*)

**5.23 Exceptional Processing and Payment Rules.**

**5.23.1** Company and Subcontractor shall comply with all exceptional processing and payment rules for Nursing Facilities, LTSS (including when LTSS services are covered under EPSDT), ARTS, CMHS, and Early Intervention in accordance with the Contract. Company may reimburse based on an alternative payment methodology or value-based payment if mutually agreed upon by Subcontractor and Company. (*Cardinal Contract, Section 12.2.4*)

5.23.2 For all Members admitted to a nursing facility (“NF”), Company must not reimburse a NF prior to a LTSS screening completed for the Member in accordance with DMAS regulations and procedures by an appropriate screening team, the screening has been entered into the eMLS system, Company receives a copy of the screening, and the individual is found to meet NF level of care criteria. For Members admitted to a NF under one of the Special Circumstances identified in 12 VAC 30-60-302 who do not have a Medicaid LTSS screening, Company shall accept the MDS and may request the DMAS-80, Nursing Facility Admission, Discharge or Level of Care form. Following the Department’s policy, Company must receive a copy of the LTSS screening package for Members admitted to a NF on or after July 1, 2019, prior to payment to a NF for that admission. For Members in a NF prior to July 1, 2019, in the event that a LTSS screening has not been completed, Company must accept the MDS to validate NF eligibility and may request the DMAS-80 form. (*Cardinal Contract, Section 12.2.4.1*)

**5.24 Payment Suspension.** Subcontractor acknowledges and agrees that Company is required to suspend payments to Subcontractor in the event that the Department has determined there to be a credible allegation of fraud against Subcontractor. (*Cardinal Contract, Section 12.1.2*)

**5.25 Company Right to Assess Claims of Fraud.** Subcontractor shall cooperate with Company in its process for assessing claims of fraudulent activity by Members and Subcontractors. Company may utilize, among other methods, computer software and periodic audits of medical records to perform such audits. (*Cardinal Contract, Section 18.3*)

**5.26 Fraud and Abuse.** Subcontractor shall immediately and in no case later than in twenty-four (24) hours from the time of discovery report all incidents of potential or actual fraud, waste, and abuse to Company and to the Department. (*Cardinal Contract, Section 18.8*)

PCP Panel Schedule

*(Cardinal Contract, Attachment C.17)*

A Subcontractor acting as a PCP shall accept new Members as patients until such Subcontractor's panel consists of a minimum number of \_\_\_\_\_ Members.

Subcontractor shall continue to accept new Members as otherwise required by the Agreement but may not exceed the panel size limits set forth in the Contract.