

**MEDICAID AND CHIP  
REGULATORY REQUIREMENTS APPENDIX  
PROVIDER**

**THIS MEDICAID AND CHIP REGULATORY REQUIREMENTS APPENDIX** (this “Appendix”) supplements and is made part of the provider agreement (the “Agreement”) between United Behavioral Health (“Subcontractor”) and the party named in the Agreement (“Provider”).

**SECTION 1  
APPLICABILITY**

The requirements of this Appendix apply to benefit plans sponsored, issued or administered by UnitedHealthcare Insurance Company or one of its Affiliates (referred to in this Appendix as “United”) under the District of Columbia’s Medicaid program, CHIP program and, as applicable, benefit plans for other District of Columbia based healthcare programs for low income individuals (the “District of Columbia Program”) as governed by the District of Columbia’s designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except with regard to benefit plans outside the scope of this Appendix or unless otherwise required by law. In the event Subcontractor is required to amend or supplement this Appendix as required or requested by the District of Columbia to comply with federal or District of Columbia regulations, Subcontractor will unilaterally initiate such additions, deletions or modifications.

**SECTION 2  
DEFINITIONS**

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Agreement. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Agreement is inconsistent with any definitions under the applicable District of Columbia Program, the definitions shall have the meaning set forth under the applicable District of Columbia Program.

- 2.1 Affiliate:** Those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.
- 2.2 Children’s Health Insurance Program or CHIP:** A program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the District of Columbia.

- 2.3 Covered Person:** An individual who is currently enrolled with United for the provision of services under a District of Columbia Program. A Covered Person may also be referred to as an Enrollee, Member or Customer under the Agreement.
- 2.4 Covered Services:** Health care services or products for which a Covered Person is enrolled with United to receive coverage under the District of Columbia Contract.
- 2.5 Department:** The District of Columbia agency(ies) responsible for administering the District of Columbia Program.
- 2.6 Medicaid:** A program authorized by Title XIX of the Social Security Act, and jointly financed by the federal and governments and administered by the District of Columbia.
- 2.7 District of Columbia Contract:** A contract between United and a Department for the purpose of providing and paying for Covered Services to Covered Persons enrolled in the District of Columbia Program.
- 2.8 District of Columbia Program:** The Medicaid program, CHIP program and, as applicable, benefit plans for other District of Columbia-based healthcare programs for low income individuals, developed and administered by the District of Columbia. For purposes of this Appendix, District of Columbia Program may refer to the District of Columbia agency(ies) responsible for administering the applicable District of Columbia Program.

### **SECTION 3 PROVIDER REQUIREMENTS**

The District of Columbia Program, through contractual requirements and federal and District of Columbia statutes and regulations, requires the Agreement to contain certain conditions that Subcontractor and Provider agree to undertake, which include the following:

- 3.1 Definitions Related to the Provision of Covered Services.** Provider shall follow the applicable District of Columbia Contract's requirements for the provision of Covered Services. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be made on an individualized basis and in accordance with the following definitions:
- i) Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following: (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to body functions; or (3) serious dysfunction of any body organ or part.

- ii) Emergency Services: Covered inpatient and outpatient services furnished by a provider qualified to furnish those health services and that are needed to evaluate or stabilize an Emergency Medical Condition.
- iii) Medically Necessary or Medical Necessity: Services provided in accordance with 42 C.F.R. § 438.210(a)(4), as may be amended from time to time, to include that medical or allied care, goods, or services furnished or ordered and which meet the following conditions:
  - a) Necessary to protect life, prevent significant illness or significant disability, or to alleviate severe pain;
  - b) Individualized, specific, and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and not in excess of the patient's needs;
  - c) Consistent with the generally accepted medical standards as determined by the District of Columbia Program, and not experimental or investigational;
  - d) Reflective of the level of service that can be safely furnished, and for which no equally effective and more conservative or less costly treatment is available, District of Columbia wide; and
  - e) Furnished in a manner not primarily intended for the convenience of the recipient, the recipient's caretaker, or the Provider.

“Medically Necessary” or “Medical Necessity” for inpatient hospital services requires that those services furnished in a hospital on an inpatient basis could not, consistent with the provisions of the appropriate medical care, be effectively furnished more economically on an outpatient basis or by an inpatient Provider of a different type. The fact that Provider has prescribed, recommended or approved medical or allied goods, or services does not, in itself, make such care, goods or services Medically Necessary or a Medical Necessity or a Covered Service.

**3.2 Medicaid or CHIP Participation.** Provider must be enrolled with the District of Columbia as a Medicaid or CHIP provider, as applicable to participate in United's Medicaid or CHIP network. Upon notification from the District of Columbia that Provider's enrollment has been denied or terminated, Subcontractor must terminate Provider immediately and will notify affected Covered Persons that Provider is no longer participating in the network. Subcontractor will exclude from its network any provider who has been terminated or suspended from the Medicare, Medicaid or CHIP program in any state.

- 3.3 Accessibility Standards.** Provider shall provide for timely access for Covered Person appointments in accordance with the appointment availability requirements established under the District of Columbia Contract, as further described in the applicable provider manual.
- 3.4 Hours of Operation; Appointments.** Provider shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or comparable to Medicaid fee-for-service if Provider serves only Medicaid beneficiaries. As applicable, Provider will make Covered Services available 24 hours a day, 7 days a week when medically necessary.
- 3.5 Hold Harmless.** Except for any applicable cost-sharing requirements under the District of Columbia Contract, Provider shall look solely to Subcontractor for payment of Covered Services provided to Covered Persons pursuant to the Agreement and the District of Columbia Contract and hold the District of Columbia, the U.S. Department of Health and Human Services and Covered Persons harmless in the event that Subcontractor cannot or will not pay for such Covered Services. In accordance with 42 C.F.R. Part 447.15, as may be amended from time to time, the Covered Person is not liable to Provider for any services for which Subcontractor is liable and as specified under the District of Columbia's relevant health insurance or managed care statutes, rules or administrative agency guidance. Provider shall not require any copayment or cost sharing for Covered Services provided under the Agreement unless expressly permitted under the District of Columbia Contract. Provider shall also be prohibited from charging Covered Persons for missed appointments if such practice is prohibited under the District of Columbia Contract or applicable law. Neither the District of Columbia, the Department nor Covered Persons shall be in any manner liable for the debts and obligations of Subcontractor and under no circumstances shall Subcontractor, or any providers used to deliver services covered under the terms of the District of Columbia Contract, charge Covered Persons for Covered Services.

If the medical assistance services are not Covered Services, prior to providing the service, Provider shall inform the Covered Person of the non-covered service and have the Covered Person acknowledge the information. If the Covered Person still requests the service, Provider shall obtain such acknowledgement in writing prior to rendering the service. If Subcontractor determines a Covered Person was charged for Covered Services inappropriately, such payment may be recovered, as applicable.

This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.

- 3.6 Indemnification.** To the extent applicable to Provider in performance of the Agreement, Provider shall indemnify, defend and hold the Department and its employees harmless from and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including court costs and attorney fees, to the extent proximately caused by any negligent act or other intentional misconduct or omission of Provider, its

agents, officers, employees or contractors arising from the Agreement. The Department may waive this requirement for public entities if Provider is a District of Columbia agency or sub-unit as defined by the District of Columbia or a public health entity with statutory immunity. This clause shall survive the termination of the Agreement for any reason, including breach due to insolvency.

- 3.7 Provider Selection.** To the extent applicable to Provider in performance of the Agreement, Provider shall comply with 42 C.F.R. § 438.214, as may be amended from time to time, which includes, but is not limited to the selection and retention of providers, credentialing and recredentialing requirements and nondiscrimination. If Subcontractor delegates credentialing to Provider, Subcontractor will provide monitoring and oversight and Provider shall ensure that all licensed medical professionals are credentialed in accordance with Subcontractor's and the District of Columbia Contract's credentialing requirements.
- 3.8 Restrictions on Referrals.** Provider shall not make inappropriate referrals for designated health services to health care entities with which Provider or a member of Provider's family has a financial relationship, pursuant to federal anti-kickback and physician self-referral laws that prohibit such referrals.
- 3.9 Subcontracts.** If Provider subcontracts or delegates any functions of the Agreement, in accordance with the terms of the Agreement, the subcontract or delegation must be in writing and include all of the requirements of this Appendix, applicable requirements of the District of Columbia Contract, and applicable laws and regulations. Provider further agrees to promptly amend its agreements with such subcontractors, in the manner requested by Subcontractor, to meet any additional District of Columbia Program requirements that may apply to the services.
- 3.10 Records Retention.** As required under District of Columbia or federal law or the District of Columbia Contract, Provider shall maintain an adequate record keeping system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Covered Persons. All financial records shall follow generally accepted accounting principles. Medical records and supporting management systems shall include all pertinent information related to the medical management of each Covered Person. Other records shall be maintained as necessary to clearly reflect all actions taken by Provider related to services provided under the District of Columbia Contract. Provider shall retain all records including, as applicable, grievance and appeal records and any other records related to data, information, and documentation for a period of not less than 10 years from the close of the Agreement, or such other period as required by law. If records are under review or audit, they must be retained for a minimum of 10 years following resolution of such action. Prior approval for the disposal of records must be requested and approved by Subcontractor if the Agreement is continuous.

- 3.11 Records Access.** Provider acknowledges and agrees that the District of Columbia, the U.S. Department of Health and Human Services and other authorized federal and state personnel shall have complete access to all records pertaining to services provided to Covered Persons. Provider shall provide immediate access to facilities, records and supportive materials pertinent to the District of Columbia Contract for District of Columbia or Federal fraud investigators.
- 3.12 Government Audit; Investigations.** Provider acknowledges and agrees that the District of Columbia, CMS, the Office of Inspector General, the Comptroller General, and the U.S. Department of Health and Human Services and their designees or their authorized representatives shall at any time, have the right to inspect, audit or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the District of Columbia Contract and any other applicable rules, including the right to inspect and audit any records or documents of Provider and its subcontractors, and the right to inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for 10 years from the end date of the District of Columbia Contract or from the date of completion of any audit, whichever is later. There shall be no restrictions on the right of the District of Columbia or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services provided pursuant to the District of Columbia Contract and the reasonableness of their costs.
- 3.13 Privacy; Confidentiality.** Provider understands that the use and disclosure of information concerning Covered Persons is restricted to purposes directly connected with the administration of the District of Columbia Program and shall maintain the confidentiality of Covered Person's information and records as required by the District of Columbia Contract and in federal and District of Columbia law including, but not limited to, all applicable privacy, security and Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and associated implementing regulations, including but not limited to 45 C.F.R. Parts 160, 162, 164, as applicable and as may be amended from time to time, and shall safeguard information about Covered Persons in accordance with applicable federal and District of Columbia privacy laws and rules including but not limited to 42 C.F.R. § 438.224 and 438.3 (if applicable) and 42 C.F.R. Parts 2, and 431, Subpart F, as may be amended from time to time.

Access to member identifying information shall be limited by Provider to persons or agencies that require the information in order to perform their duties in accordance with this Agreement, including the U.S. Department of Health and Human Services (HHS), the Department and other individuals or entities as may be required. (See 42 C.F.R. § 431.300, et seq. and 45 C.F.R. Parts 160 and 164.) Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. Provider is responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable

laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

Federal and District of Columbia Medicaid regulations, and some other federal and District of Columbia laws and regulations, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Provider shall notify Subcontractor and the Department of any breach of confidential information related to Covered Persons within the time period required by applicable federal and District of Columbia laws and regulations following actual knowledge of a breach, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) and provide Subcontractor and the Department with an investigation report within the time period required by applicable federal and District of Columbia laws and regulations following the discovery. Provider shall work with Subcontractor and the Department to ensure that the breach has been mitigated and reporting requirements, if any, complied with.

**3.14 Compliance with Law.** Provider shall comply with all applicable federal and District of Columbia laws and regulations, including but not limited to the following to the extent applicable to Provider in performance of the Agreement:

- i) 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; Americans with Disabilities Act; Section 1557 of the Patient Protection and Affordable Care Act; and their implementing regulations, as may be amended from time to time.
- ii) All relevant federal and District of Columbia statutes, regulations and orders related to equal opportunity in employment, including but not limited to compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- iii) If the Agreement is for an amount in excess of \$100,000, Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. Any violations shall be reported to DHHS and the appropriate Regional Office of the Environmental Protection Agency.

**3.15 Compliance with Medicaid Laws and Regulations.** Provider agrees to abide by the Medicaid laws, regulations and program instructions to the extent applicable to Provider in Provider's performance of the Agreement. Provider understands that payment of a

claim by Subcontractor or the District of Columbia is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, federal requirements on fraud, waste and abuse, disclosure, debarment, termination and exclusion screening), and is conditioned on the Provider's compliance with all applicable conditions of participation in Medicaid. Provider understands and agrees that each claim the Provider submits to Subcontractor constitutes a certification that the Provider has complied with all applicable Medicaid laws, regulations and program instructions in connection with such claims and the services provided therein. Provider's payment of a claim will be denied if Provider is terminated or excluded from participation in federal healthcare programs. Provider's payment of a claim may be temporarily suspended if the District of Columbia or Subcontractor provides notice that a credible allegation of fraud exists and there is a pending investigation. Provider's payment of a claim may also be temporarily suspended or adjusted if the Provider bills a claim with a code that does not match the service provided. Subcontractor performs coding edit procedures based primarily on National Correct Coding Initiative (NCCI) policies and other nationally recognized and validated policies. Provider agrees that it will provide medical records to Subcontractor upon its request in order to determine appropriateness of coding. Provider may dispute any temporarily suspended or adjusted payment consistent with the terms of the Agreement.

**3.16 Physician Incentive Plans.** In the event Provider participates in a physician incentive plan ("PIP") under the Agreement, Provider agrees that such PIPs must comply with 42 C.F.R. §§ 417.479, 438.3, 422.208, and 422.210, as may be amended from time to time. Neither Subcontractor nor Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of services that meet the definition of Medical Necessity.

**3.17 Lobbying.** Provider agrees to comply with the following requirements related to lobbying:

- i) Prohibition on Use of Federal Funds for Lobbying: By signing the Agreement, Provider certifies to the best of Provider's knowledge and belief, pursuant to 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Provider's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



- ii) Disclosure Form to Report Lobbying: If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement and the value of the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**3.18 Excluded Individuals and Entities.** By signing the Agreement, Provider certifies to the best of Provider's knowledge and belief that neither it nor any of its employees, principals, nor any providers, subcontractors or consultants or persons with an ownership or controlling interest in the Provider (an owner including the Provider himself or herself), or an agent or managing employee of the Provider, with whom Provider contracts and who are providing items or services that are significant and material to Provider's obligations under the Agreement is:

- i) excluded from participation in federal health care programs under either Section 1128 or Section 1128A of the Social Security Act; or
- ii) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order no. 12549 or under guidelines implementing Executive Order No. 12549; or an affiliate, as defined in the Federal Acquisition Regulation, of such a person.

Provider acknowledges and agrees that payment will not be made for any items or Covered Services provided by an excluded individual pursuant to 42 C.F.R. §1001.1901(b) and is obligated to screen all employees, contractors, and subcontractors for exclusion as required under applicable District of Columbia and Federal laws. Additionally, Provider acknowledges that pursuant to 42 CFR § 1003.102(a)(2) civil monetary penalties may be imposed against Provider if he or she employs or enters into contracts with excluded individuals or entities to provide items or Covered Services to Covered Persons under this Agreement. Provider agrees not to employ or subcontract with individuals or entities whose owner, those with a controlling interest, or managing employees are on a District of Columbia or Federal exclusion list to provide items or Covered Services under this Agreement. Provider shall immediately report to Subcontractor any exclusion information discovered. Provider can search the HHS-OIG website, at no cost, by the names of any individuals or entities. The database is called LEIE and can be accessed at <http://www.oig.hhs.gov/fraud/exclusions.asp>. The GSA EPLS/SAM database can be accessed at <https://www.sam.gov>. Federal and District of Columbia exclusion databases must be reviewed monthly to ensure that no employee or

contractor has been excluded. Applicable District of Columbia exclusion databases can be accessed through the District of Columbia's Medicaid website. Subcontractor will terminate the Agreement immediately and exclude from its network any provider who has been terminated from the Medicare, Medicaid or CHIP program in any state. Subcontractor may also terminate the Agreement if Provider or Provider's owners, agents, or managing employees are found to be excluded on a District of Columbia or Federal exclusion list.

**3.19 Disclosure.** Provider must be screened and enrolled into the District of Columbia's Medicaid or CHIP program, as applicable, and submit disclosures to Department on ownership and control, significant business transactions, and persons convicted of crimes, including any required criminal background checks, in accordance with 42 C.F.R. Part 455, Subparts B and E. Provider must submit information related to ownership and control of subcontractors or wholly owned suppliers within thirty-five (35) calendar days of a request for such information in accordance with 42 C.F.R. § 455.105. Additionally, Provider must cooperate with the Department for submission of fingerprints upon a request from the Department or CMS in accordance with 42 C.F.R. § 455.434.

**3.20 Cultural Competency and Access.** Provider shall participate in Subcontractor's and the District of Columbia's efforts to promote the delivery of services in a culturally competent manner to all Covered Persons, including those with limited English proficiency, physical or mental disabilities, diverse cultural and ethnic backgrounds, and regardless of gender, sexual orientation or gender identity, and shall provide interpreter services in a Covered Person's primary language and for the hearing impaired for all appointments and emergency services. Provider shall provide information to Covered Persons regarding treatment options and alternatives, as well as information on complaints and appeals, in a manner appropriate to the Covered Person's condition and ability to understand.

Provider shall provide physical access, reasonable accommodations, and accessible equipment for Covered Persons with physical or mental disabilities.

**3.21 Marketing.** As required under District of Columbia or federal law or the applicable District of Columbia Contract, any marketing materials developed and distributed by Provider as related to the performance of the Agreement must be submitted to Subcontractor to submit to the District of Columbia Program for prior approval.

**3.22 Electronic Visit Verification (EVV).** Provider shall cooperate with District of Columbia requirements for electronic visit verification for personal care services and home health services, as applicable.

**3.23 Fraud, Waste and Abuse Prevention.** Provider shall cooperate fully with Subcontractor's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, waste, and abuse in the administration and delivery of services under the District of Columbia Contract and shall cooperate and

assist the District of Columbia Program and any other District of Columbia or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, waste, and abuse in state and/or federal health care programs.

In accordance with Subcontractor's policies and the Deficit Reduction Act of 2005 (DRA), Provider shall have written policies for its employees, contractors or agents that: (a) provide detailed information about the federal False Claims Act (established under 31 U.S.C. §§ 3729 - 3733), including, if any entity makes or receives annual payments under the District of Columbia Program of at least \$5,000,000, such entity must establish certain minimum written policies and information communicated through an employee handbook relating to the Federal False Claims Act in accordance with 42 C.F.R. § 438.600; (b) cite administrative remedies for false claims and statements (established under 31 U.S.C. § 3801 et seq.) and whistleblower protections under federal and state laws; (c) reference state laws pertaining to civil or criminal penalties for false claims and statements; and (d) with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)), include as part of such written policies, detailed provisions regarding Provider's policies and procedures for detecting and preventing fraud, waste, and abuse. Provider agrees to train its staff on the aforesaid policies and procedures.

**3.24 Data; Reports.** Provider shall cooperate with and release to Subcontractor any information necessary for Subcontractor to perform its obligations under the District of Columbia Contract to the extent applicable to Provider in performance of the Agreement, including the timely submission of reports and information required by Subcontractor, in the format specified by Subcontractor and the District of Columbia. Such reports shall include child health check-up reporting, if applicable, as well as complete and accurate encounter data in accordance with the requirements of Subcontractor and the District of Columbia. Data must be provided at the frequency and level of detail specified by Subcontractor or the District of Columbia. By submitting data to Subcontractor, Provider represents and attests to Subcontractor and the District of Columbia that the data is accurate, complete and truthful, and upon Subcontractor's request Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief.

**3.25 Encounter Data.** Provider agrees to cooperate with Subcontractor to comply with Subcontractor's obligation to prepare timely encounter data submissions, reports, and clinical information including, without limitation, child and adolescent health check-up reporting, EPSDT encounters, and cancer screening encounters, as applicable, and such other reporting regarding Covered Services as may be required under the District of Columbia Contract. Encounter data must be accurate and include all services furnished to a Covered Person, including capitated provider's data and rendering provider information. Encounter data must be provided within the timeframes specified and in a form that meets Subcontractor and District of Columbia requirements. By submitting encounter data to Subcontractor, Provider represents to Subcontractor that the data is

accurate, complete and truthful, and upon Subcontractor's request Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief.

- 3.26 Claims Information.** Provider shall promptly submit to Subcontractor the information needed to make payment and shall identify third party liability coverage, including Medicare and other insurance, and if applicable seek such third party liability payment before submitting claims to Subcontractor. Provider understands and agrees that each claim Provider submits to Subcontractor constitutes a certification that the claim is true and accurate to the best of Provider's knowledge and belief and that the Covered Services are 1) Medically Necessary and 2) have been provided to the Covered Person prior to submitting the claim.
- 3.27 Insurance Requirements.** As applicable, Provider shall secure and maintain during the term of the Agreement insurance appropriate to the services to be performed under the Agreement.
- 3.28 Licensure.** Provider represents that it is currently licensed and/or certified under applicable District of Columbia and federal statutes and regulations and by the appropriate District of Columbia licensing body or standard-setting agency, as applicable. Provider represents that it is in compliance with all applicable District of Columbia and federal statutory and regulatory requirements of the Medicaid program and that it is eligible to participate in the Medicaid program. Provider represents that it does not have a Medicaid provider agreement with the Department that is terminated, suspended, denied, or not renewed as a result of any action of the Department, CMS, HHS, or the Medicaid Fraud Control Unit of the District of Columbia's Attorney General. Provider shall maintain at all times throughout the term of the Agreement all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated to Provider by Subcontractor under the Agreement. If at any time during the term of the Agreement, Provider is not properly licensed as described in this Section, Provider shall discontinue providing services to Covered Persons. Claims for services performed during any period of noncompliance with these license requirements will be denied.
- 3.29 Clinical Laboratory Improvements Act (CLIA) certification or waiver.** As applicable, if Provider performs any laboratory tests on human specimens for the purpose of diagnosis and/or treatment, Provider agrees to acquire and maintain the appropriate CLIA certification or waiver for the type of laboratory testing performed. Provider further agrees to provide a copy of the certification if requested by Subcontractor. A District of Columbia authorized license or permit that meets the CLIA requirements may be substituted for the CLIA certificate pursuant to District of Columbia law. Medicare and Medicaid programs require the applicable CLIA certification or waiver for the type of services performed as a condition of payment. Provider must include the appropriate CLIA certificate or waiver number on claims submitted for payment for laboratory services.

- 3.30 Quality; Utilization Management.** Pursuant to any applicable provider manuals and related protocols, or as elsewhere specified under the Agreement, Provider agrees to cooperate with Subcontractor's quality improvement and utilization review and management activities. This shall include, but not be limited to, participation in any internal and external quality assurance, utilization review, peer review, and grievance procedures established by Subcontractor or as required under the District of Columbia Contract to ensure that Covered Persons have due process for their complaints, grievances, appeals, fair hearings or requests for external review of adverse decisions made by Subcontractor or Provider. Provider shall adhere to the quality assurance and utilization review standards of the District of Columbia Program and shall monitor quality and initiate corrective action to improve quality consistent with the generally accepted level of care.
- 3.31 Non-Discrimination.** Provider will not discriminate against Covered Persons on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin, sex, sexual orientation, gender identity, or disability.
- 3.32 Immediate Transfer.** Provider shall cooperate with Subcontractor in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Covered Person's health or safety is in jeopardy, as may be required under law.
- 3.33 Transition of Covered Persons.** In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Provider shall work with Subcontractor to ensure quality-driven health outcomes for such Covered Persons to the extent required by the District of Columbia Contract or otherwise required by law.
- 3.34 Continuity of Care.** Provider shall cooperate with Subcontractor and provide Covered Persons with continuity of treatment, including coordination of care to the extent required under law and according to the terms of the Agreement, in the event Provider's participation with Subcontractor terminates during the course of a Covered Person's treatment by Provider, except in the case of adverse reasons on the part of Provider.
- 3.35 Health Records.** Provider agrees to cooperate with Subcontractor to maintain and share a health record of all services provided to a Covered Person, as appropriate and in accordance with applicable laws, regulations and professional standards.
- 3.36 Advance Directives.** When applicable, Provider shall comply with the advance directives requirements for hospitals, nursing facilities, providers of home and health care and personal care services, hospices, and HMOs as specified in 42 C.F.R. Part 49, subpart I, and 42 C.F.R. §§ 417.436(d), 422.128, and 438.3(i).

- 3.37 National Provider ID (NPI).** If applicable, Provider shall obtain a National Provider Identification Number (NPI).
- 3.38 Termination.** In the event of termination of the Agreement, Provider shall promptly supply to Subcontractor all information necessary for the reimbursement of any outstanding Medicaid claims.
- 3.39 Health Care Acquired/Preventable Conditions.** Provider agrees that no payment shall be made for the provision of medical assistance for health care acquired conditions and other provider preventable conditions as may be identified by the District of Columbia. As a condition of payment, Provider shall identify and report to Subcontractor any provider preventable conditions in accordance with 42 C.F.R. §§ 434.6(a)(12), 438 (including but not limited to § 438.3(g)), and 447.26.
- 3.40 Overpayment.** Provider shall to report to Subcontractor when it has received an overpayment and will return the overpayment to Subcontractor within 60 calendar days after the date on which the overpayment was identified. Provider will notify Subcontractor in writing of the reason for the overpayment.
- 3.41 Mental Health Information Act.** As applicable, Provider shall comply with the District of Columbia Mental Health Information Act D.C. Code §§ 7-1201.01 – 7-1208.07, for the purposes of sharing mental health information among providers and third-party payers and for CQI activities.

#### **SECTION 4 SUBCONTRACTOR REQUIREMENTS**

- 4.1 Prompt Payment.** Subcontractor shall pay Provider pursuant to the District of Columbia Contract and applicable District of Columbia and federal law and regulations, including but not limited to 42 C.F.R. §§ 447.46, 447.45(d)(2)-(3), and 447.45(d)(5) -(6), as applicable and as may be amended from time to time. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or District of Columbia third party liability law and the terms of the District of Columbia Contract. Unless Subcontractor otherwise requests assistance from Provider, Subcontractor will be responsible for third party collections in accordance with the terms of the District of Columbia Contract.
- 4.2 No Incentives to Limit Medically Necessary Services.** Subcontractor shall not structure compensation provided to individuals or entities that conduct utilization management and concurrent review activities so as to provide incentives for the individual or entity to deny, limit, or discontinue Medically Necessary services to any Covered Person.
- 4.3 Provider Discrimination Prohibition.** Subcontractor shall not discriminate with respect to participation, reimbursement, or indemnification of a provider who is acting within the scope of the provider's license or certification under applicable District of Columbia law,

solely on the basis of such license or certification. Subcontractor shall not discriminate against Provider for serving high-risk Covered Persons or if Provider specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting Subcontractor from limiting a provider's participation to the extent necessary to meet the needs of Covered Persons. This provision also is not intended and shall not interfere with measures established by Subcontractor that are designed to maintain quality of care practice standards and control costs.

**4.4 Communications with Covered Persons.** Subcontractor shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person for the following:

- i) The Covered Person's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
- ii) Any information the Covered Person needs in order to decide among all relevant treatment options;
- iii) The risks, benefits, and consequences of treatment or non-treatment; or
- iv) The Covered Person'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.

Subcontractor also shall not prohibit a Provider from advocating on behalf of a Covered Person in any grievance system, utilization review process, or individual authorization process to obtain necessary health care services.

**4.5 Termination, Revocation and Sanctions.** In addition to its termination rights under the Agreement, Subcontractor shall have the right to revoke any functions or activities Subcontractor delegates to Provider under the Agreement or impose other sanctions consistent with the District of Columbia Contract if in Subcontractor's reasonable judgment Provider's performance under the Agreement is inadequate. Subcontractor shall also have the right to suspend, deny, refuse to renew or terminate Provider in accordance with the terms of the District of Columbia Contract and applicable law and regulation.

## **SECTION 5 OTHER REQUIREMENTS**

**5.1 Compliance with District of Columbia Contract.** All tasks performed under the Agreement shall be performed in accordance with the requirements of the applicable District of Columbia Contract, as set forth in this Appendix, applicable provider manuals, and protocols, policies and procedures that Subcontractor has provided or delivered to Provider. The applicable provisions of the District of Columbia Contract are incorporated into the Agreement by reference. Nothing in the Agreement relieves Subcontractor of its

responsibility under the District of Columbia Contract. If any provision of the Agreement is in conflict with provisions of the District of Columbia Contract, the terms of the District of Columbia Contract shall control and the terms of the Agreement in conflict with those of the District of Columbia Contract will be considered waived.

- 5.2 Monitoring.** Subcontractor shall perform ongoing monitoring (announced or unannounced) of services rendered by Provider under the Agreement and shall perform periodic formal reviews of Provider according to a schedule established by the District of Columbia, consistent with industry standards or District of Columbia managed care organization laws and regulations or requirements under the District of Columbia Contract. As a result of such monitoring activities, Subcontractor shall identify to Provider any deficiencies or areas for improvement mandated under the District of Columbia Contract and Provider and Subcontractor shall take appropriate corrective action. Provider shall comply with any corrective action plan initiated by Subcontractor and/or required by the District of Columbia Program. In addition, Provider shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction where necessary to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which Subcontractor and Provider practice and/or the performance standards established under the District of Columbia Contract.
- 5.3 Enrollment.** The parties acknowledge and agree that the District of Columbia Program is responsible for enrollment, reenrollment and disenrollment of Covered Persons.
- 5.4 No Exclusivity.** Nothing in the Agreement or this Appendix shall be construed as prohibiting or penalizing Provider for contracting with a managed care organization other than Subcontractor or as prohibiting or penalizing Subcontractor for contracting with other providers
- 5.5 Delegation.** Any delegated duties and reporting responsibilities shall be set forth in the Agreement or other written delegation agreement or addendum between the parties.