OREGON HEALTH AUTHORITY
COORDINATION OF BENEFITS AGREEMENT

THIS COORDINATION OF BENEFITS AGREEMENT is entered into between the Oregon Health Authority, Division of Medical Assistance Programs hereinafter referred to as the "State Medicaid Agency" whose address is 500 Summer Street NE, Salem Oregon 97301, and _____________., hereinafter referred to as the "Health Plan" whose address is _______________, The State Medicaid Agency and the Health Plan collectively are referred to herein as the "Parties," and each individually as a "Party."

RECITALS

WHEREAS, the Health Plan contracts with the Centers for Medicare and Medicaid Services, U.S. Department of Health and Human Services ("CMS") to sponsor Medicare Advantage Plans under Title XVIII of the Social Security Act, including Medicare Advantage Dual-Eligible Special Needs Plan(s) ("DSNP(s)") that arrange for the provision of Medicare services for individuals who are dually-eligible for both Medicare and Medicaid benefits pursuant to Titles XVIII and XIX of the Social Security Act;

WHEREAS, the Health Plan sponsors DSNP(s) ("Health Plan's DSNP(s)") in the State of Oregon ("State") and enrolls residents of the State who are eligible for Medicare benefits, eligible for Medicaid pursuant to the State's Medicaid Plan ("the Medicaid State Plan") as administered by the State Medicaid Agency, and eligible to enroll in the DSNP;

WHEREAS, the Medicare Improvements for Patients and Providers Act of 2008 and its implementing regulations issued by CMS require that the Health Plan enter into a contract with the State Medicaid Agency to coordinate benefits and/or services for members of the Health Plan's DSNP(s) within the State; and

WHEREAS, the Health Plan and the State Medicaid Agency desire to enter into an arrangement regarding the provision of Medicare and Medicaid benefits by the Health Plan's DSNP(s) within the State in an effort to improve the integration and coordination of such benefits as well as to improve the quality of care and reduce the costs and administrative burdens associated with delivering such care.

STATEMENT OF WORK

I. Health Plan’s responsibilities, including financial obligations to provide or arrange for Medicaid benefits

1.1 Health Plan shall demonstrate that Contractor’s Provider network is adequate to provide both the Medicare and the Medicaid Covered

Services to its dual eligible population.

1.2 Health Plan shall assign staff to coordinate payment between Medicaid and DSNP programs and shall assign Providers as Medically Appropriate to coordinate the care and benefits of Members who are eligible for both Medicaid and Medicare.

II. Medicaid eligibility category(ies) for enrollment into DSNP

2.1 Health Plan shall serve the following population(s) of individuals who are dually eligible for both Medicare and Medicaid benefits:

a) All-Dual D SNP: Health Plan will enroll all categories of individuals who are dually eligible for both Medicare and Medicaid benefits.

b) Full-Benefit D SNP: Health Plan will enroll only dually eligible individuals with full, comprehensive Medicaid benefits.

c) Medicare Zero Cost Sharing D SNP: Health Plan will enroll only beneficiaries who are not financially responsible for Medicare Parts A or B cost sharing.

III. Medicaid benefits to be arranged through the DSNP

3.1 As described in Section 1, Health Plan is responsible to coordinate payment, care and benefits of Members who are eligible for both Medicaid and Medicare. Health Plan will arrange for Medicaid benefits, either directly through a Medicaid Managed Care Organization or Coordinated Care Organization contract with the State or through a contractual affiliation with a Medicaid Managed Care Organization or Coordinated Care Organization. Sections 3.2, 3.3, 3.4 below list Medicaid covered benefits. Attachment A includes the Health Plan's DSNP benefit package including any supplemental services.

3.2 The following service categories constitute the mandatory categories of of Covered Services for Members eligible for the OHP Plus Benefit Package:

Physician- Basic includes Somatic Mental Health and Vaccines for Children;
Physician - Family Planning;
Physician – Hysterectomy;
Physician – Maternity;
Physician – Newborn;
Physician - Other includes Dialysis, Hearing Services PT/OT Services,

Speech/Language Pathology, etc.;
Outpatient Hospital/ASC - Basic includes Emergency Room;
Outpatient Hospital/ASC - Family Planning;
Outpatient Hospital/ASC – Maternity;
Outpatient Hospital/ASC – Sterilization;
Outpatient Hospital/ASC – Hysterectomy;
Prescription Drugs – Basic;
Prescription Drugs - Family Planning;
Inpatient Hospital - Basic includes Acute Detoxification;
Inpatient Hospital – Hysterectomy;
Inpatient Hospital - Family Planning;
Inpatient Hospital – Maternity;
Inpatient Hospital – Newborn;
Inpatient Hospital – Sterilization;
Chemical Dependency Services, Outpatient Treatment Services, Methadone/LAAM dosing and dispensing;
Diagnostic Services/Lab/X-Ray;
DME/Medical Supplies/Hearing Aids & Supplies;
Exceptional Needs Care Coordination;
Home Health/Private Duty Nursing/Hospice;
Post Hospital Extended Care;
Tobacco Cessation;
Transportation – Ambulance; and
Vision Exams, Therapy, Materials

IV. Cost-sharing protections covered under the DSNP

4.1 The Contractor, including its network providers and subcontractors, shall not bill an enrollee for any services provided under this contract that would exceed the amounts permitted under the State Medicaid plan if the individual were not enrolled in the DSNP.

4.2 Pursuant to Section 1932(b)(6), (42 U.S.C. § 1396u-2 (b)(6)), the Health Plan and all of its subcontractors shall not hold a DSNP enrollee liable for:

4.3 Debts of the Health Plan in the event of the Health Plan's insolvency;

4.4 Payment for services provided by the Health Plan if it has not received payment from the State Medicaid Agency for the services or if the provider, under contract or other arrangement with the Health Plan, fails to receive payment from State Medicaid Agency or the Health Plan; or

4.5 Payments to providers that furnish covered services under a contract or other arrangement with the Health Plan that are in excess of the amount that normally would be paid by the participant if the service had been

received directly from the Health Plan.

V. Identification and sharing of information on Medicare provider participation

5.1 Health Plan shall on a yearly basis demonstrate that Contractor's Provider network is adequate to provide both the Medicare and the Medicaid Covered Services to its dual eligible population. Health Plan shall identify their Providers' Medicaid participation.

5.2 Health Plan shall provide written notice to affected Members of any Material Change in the information pertaining to program, policies and procedures that is reasonably likely to impact the affected Member's ability to access care or services from Contractor's Participating Providers. This shall include any instances when a contracted provider terminates their agreement with the Health Plan to serve either Medicare or Medicaid patients, and/or instances when the Health Plan initiated termination of provider contracts.

5.3 Such notice shall be provided at least 30 days prior to the intended effective date of those changes, or as soon as possible if the Participating Provider(s) has not given the Health Plan sufficient notification to meet the 30 day notice requirement.

VI. Verification process with the State of an enrollee's Medicaid eligibility

6.1 Health Plan and its contracted providers shall verify current Member eligibility using the Automated Voice Response system or the MMIS Web Portal.

VII. Service area covered by the DSNP

The Service Area is the geographic area in which Members or Potential Members reside and for whom the Health Plan is approved to provide DSNP Services by CMS. This service area shall include the following counties and zip codes if only partial county services will be provided:

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VIII. Reporting to the All Payer All Claims Data Reporting Program

8.1 The Health Plan shall submit healthcare claims data files for all required

lines of business under the Oregon All-Payer Healthcare Claims Data Reporting program, in compliance with requirements for mandatory reporters under OAR 409-025-0100 to 409-025-0170, including claims data file layout, format, and coding requirements in OAR 409-025-0120 and healthcare claims data submission requirements in OAR 409-025-0130.

IX. ADDITIONAL TERMS & CONDITIONS

9.1 In the event the Health Plan does not have an active Medicaid MCO or CCO contract or a contractual relationship with an active Medicaid MCO or CCO during the contract period, including if the MCO or CCO contract is terminated prior to the end of this contract term, the Health Plan agrees to honor all coordination of benefits requirements in this agreement with any MCO or CCO that shall enroll a dually eligible individual for whom the DSNP is serving prior to the termination of its affiliated MCO Medicaid contract for the duration of this agreement.

9.2 If the dually eligible individual is enrolled in OHP fee-for-service, DSNP shall agree to coordinate benefits directly with the Oregon Health Authority. If the Health Plan has an enrollee in its DSNP that is not also enrolled in its affiliated Medicaid MCO or CCO, the Health Plan also agrees to coordinate benefits with the enrollees' Medicaid payer (MCO, CCO or OHA).

X. CONTRACT PERIOD

10.1 This contract shall be in effect from January 1, 2015 through December 31, 2015.

Signatures:

Health Plan:

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Signature Title Date

State Medicaid Agency:

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Signature Title Date

ATTACHMENT A – DSNP BENEFITS