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AMENDMENT #4

CONTRACT #00000000000000000000069767

This is an amendment to the Contract (the "Contract") entered into by and between the **Indiana Family and Social Services Administration (FSSA)** (the "State") and **Anthem Insurance Companies Inc.** (the "Contractor") approved by the last State signatory on **March 27, 2023**.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Contract for providing risk-based managed care services to Medicaid beneficiaries enrolled in the State of Indiana's Hoosier Healthwise program is hereby amended to update Exhibits 1.C, 2.C, 5.C, and 6.B. Unless otherwise noted, and subject to specific provisions within each Exhibit, this amendment shall be effective **January 1, 2026**.

Exhibit 1.C, which outlines the Scope of Work, is hereby superseded and replaced by **Exhibit 1.D**, which is attached hereto and incorporated herein.

Exhibit 2.C, which outlines the Contract Compliance and Pay for Outcomes is hereby superseded and replaced by **Exhibit 2.D**, which is attached hereto and incorporated herein.

Exhibit 5.C, which outlines the Contract Definitions, is hereby superseded and replaced by **Exhibit 5.D**, which is attached hereto and incorporated herein.

Exhibit 6.B, which outlines the State's Capitation Rates, is hereby superseded and replaced by **Exhibit 6.C**, which is attached hereto and incorporated herein.

Funding in the amount of **$234,846,094.16** is being added to the total contract amount. Total remuneration under the Contract is not to exceed **$4,694,678,309.48**.

Clause 18 "Employment Eligibility Verification" is superseded and replaced by the following:

18. Employment Eligibility Verification.

As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:

A. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.

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C. The Contractor has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Additionally, Clause 27 "Information Technology Enterprise Architecture Requirements" is superseded and replaced by the following:

27. Information Technology Enterprise Architecture Requirements.

If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at https://www.in.gov/iot/policies-procedures-and-standards/ that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

Additionally, subclause A of Clause 28 "Insurance" is superseded and replaced by the following:

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than $700,000 per cause of action and $5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

6. Surety or Fidelity Bond(s) if required by statute or by the agency

7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than $700,000 per occurrence and $5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana. All insurance documents shall be sent electronically as pdf documents to insurancedocuments.fssa@fssa.in.gov.

Additionally, Clause 33 “Nondiscrimination” is superseded and replaced by the following:

33. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. The Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

B. Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI) that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Additionally, Clause 34 "Notice to Parties" is superseded and replaced by the following:

34. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Mitchell Roob, Secretary of the Family and Social Services Administration and Director of the Office of Medicaid Policy and Planning
Indiana Family and Social Services Administration,
Office of Medicaid Policy and Planning
402 W. Washington Street, Room W461
Indianapolis, IN 46204
Email: mitch.roob@fssa.IN.gov

B. Notices to the Contractor shall be sent to:

K. Lynn Scott, Medicaid Plan President and CEO
Anthem Insurance Companies, Inc., dba Anthem Blue Cross and Blue Shield
220 Virginia Avenue
Indianapolis, Indiana 46204
Email: KLynn.Scott@anthem.com

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

Additionally, the Contractor's Division of Supplier Diversity ("DSD") ongoing obligations remain the same, and are as follows:

A. **Clause 26. Indiana Veteran Owned Small Business Enterprise Compliance** remains unchanged with a 0% change in overall commitment obligations. Therefore, Clause 26 remains as follows:

Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
IVOSB	(317) 719-3895	Summit Managed	Provide management consultation and support services,	1/1/23-12/31/26	3.92%

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

		Solutions, LLC	marketing support, project management, temporary personnel to support member service, provider partnership, and compliance		

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

B. **Clause 32. Minority and Women's Business Enterprises Compliance** remains unchanged with a 0% change in overall commitment obligations. Therefore Clause 32 remains as follows:

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein**.** Therefore, any changes to this information during the Contract term must be approved by the Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
WBE	(317) 946-	Affirm Group	Provide management consultation services,	1/1/23-12/31/26	1.21%

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

	8012	Services, LLC	project management, business promotion		
WBE	(317) 209-9991	Cabello Associates, Inc.	Provide marketing and public relations services, training and education supplies	1/1/23-12/31/26	1.21%
WBE	(317) 610-3200	CulturaLink, Inc.	Provide language interpretation and written translation services to help bridge cultural gaps	1/1/23-12/31/26	0.40%
WBE	(317) 283-8300	Engaging Solutions, LLC	Support community outreach programs, call center services, telephone support, project management and monitoring	1/1/23-12/31/26	1.21%
WBE	(317) 328-0614	Koehler Partners, Inc.	Provide management consultation services, co-operative services, project management, customer research and focus groups	1/1/23-12/31/26	0.81%
WBE	(317) 577-0462	MG Consulting, Inc.	Provide health systems evaluation services, project administration, management consultation, administrative services to support Quality Improvement (QI) initiatives	1/1/23-12/31/26	0.40%
MBE	(317) 488-7722	Professional Management Enterprises, Inc.	Provide project and operations management, staffing for passenger transport through non-emergency medical transportation (NEMT) to ensure member access	1/1/23-12/31/26	15.18%
WBE	(317) 218-0650	RepuCare, Inc.	Provide staff recruiting services, temporary personnel, aids for medical training and healthcare systems to support Quality Improvement (QI)	1/1/23-12/31/26	1.45%

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

			initiatives and to improve member access		
WBE	(812) 369-0385	RoBailey Consulting, LLC	Provide health, project, administrative, information technology, government, and community relation management and consultation services. Provide health systems evaluation support. To support operational oversight, provider partnership, and contract compliance	1/1/23-12/31/26	7.38%

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

All other matters previously agreed to and set forth in the original Contract and Amendments #1-3 and not affected by this Amendment shall remain in full force and effect.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof**. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://secure.in.gov/apps/idoa/contractsearch/

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

ANTHEM INSURANCE COMPANIES INC

Signed by:
By: Lynn Scott
627F3C4F72B7400...

Title: President, Indiana Medicaid

Date: 12/29/2025 | 14:44 EST

Indiana Family and Social Services Administration
Office of Medicaid Policy and Planning

Signed by:
By: Miller,Eric-405
5D870ABF9BAF4C5...

Title: Deputy Secretary

Date: 12/29/2025 | 18:14 PST

Electronically Approved by: Indiana Office of Technology By: (for) Warren Lenard, Executive Director	Electronically Approved by: Department of Administration By: (for) Brandon Clifton, Commissioner
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: (for) Theodore E. Rokita, Attorney General

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

Table of Contents

1.0 Background 15

2.0 Administrative Requirements 16

2.1 State Licensure and Compliance with Applicable Laws, Rules, and Regulations 16

2.2 National Committee for Quality Assurance (NCQA) Accreditation 16

2.3 Administrative and Organizational Structure 16

2.3.1 Staffing 17

2.3.2 Key Staff 17

2.3.3 Other Required Staff Positions 23

2.3.4 Suggested Staff Positions 25

2.3.5 Staff Training and Qualifications 26

2.3.6 Debarred Individuals 28

2.4 FSSA Meeting Requirements 28

2.5 Financial Stability 29

2.5.1 Solvency 29

2.5.2 Insurance Requirements 30

2.5.3 Reinsurance 30

2.5.4 Financial Accounting Requirements 31

2.5.5 Reporting Transactions with Parties of Interest 33

2.5.6 Medical Loss Ratio (MLR) 34

2.5.7 Reserved 37

2.6 Subcontracts 37

2.7 Confidentiality of Member Medical Records and Other Information 41

2.8 Internet Quorum (IQ) Inquiries 42

2.9 Material Change to Operations 42

2.10 Future Program Guidance 42

2.11 Conflict of Interest 42

2.12 Capitation Related to a Vacated Program 42

2.13 Maintenance of Records 43

2.14 Maintenance of Written Policies and Procedures 43

2.15 Participation in Readiness Review 43

2.16 Dissemination of Information 43

2.17 FSSA Ongoing Monitoring 43

3.0 Covered Benefits and Services 44

3.1 Covered Benefits and Services 45

3.2 Self-referral Services 46

3.3 Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Services 48

3.4 Drug Coverage 49

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

3.4.1 Drug Rebates 50
3.4.2 SUPDL and Formulary Requirements 51
3.4.3 DUR Board and MHQAC Reporting Requirements 52
3.4.4 Dispensing and Monitoring Requirements 53
3.4.5 E-Prescribing 55
3.4.6 Carve-Out of Select Drugs 55
3.4.7 340B 55
3.4.8 Pharmacy Continuity of Care 56
3.4.9 SUPPORT Act Compliance 56
3.4.10 Diabetes Supplies Coverage 57
3.4.11 Required Copayments for Package C Members 57
3.5 Smoking Cessation and Tobacco Dependence Treatment 57
3.6 Emergency Care 57
3.6.1 Post-Stabilization Services 60
3.6.2 Emergency Room Services Co-Payment – Hoosier Healthwise 60
3.7 Behavioral Health 61
3.7.1 Behavioral Health Care Services 62
3.7.2 Behavioral Health Provider Network 63
3.7.3 Case Management for Members Receiving Behavioral Health Services 63
3.7.4 Behavioral Health Care Coordination 64
3.7.5 Behavioral Health Continuity of Care 66
3.7.6 Institution for Mental Disease (IMD) 66
3.8 Care Coordination 67
3.8.1 Member Assessment 68
3.8.2 Stratification & Level of Service 71
3.8.3 Care Plan Development 77
3.8.4 Reassessments 82
3.9 Twenty-Four (24)-hour Nurse Call Line 82
3.10 Other Covered Benefits and Services 82
3.11 Carved-out Services 83
3.11.1 Medicaid Rehabilitation Option (MRO) Services 83
3.11.2 1915(i) State Plan Home and Community-Based Services 83
3.11.3 Individualized Family Services Plan (IFSP) services 83
3.11.4 Individualized Education Plan (IEP) services 84
3.12 Excluded Services 84
3.12.1 Long-Term Institutional Care 84
3.12.2 Hospice 85
3.12.3 1915(c) Home-and-Community-Based Services (HCBS) Waiver 85
3.12.4 Psychiatric Treatment in a State Hospital 85

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

3.12.5 Psychiatric Residential Treatment Facility (PRTF) Services 85
3.13 Continuity of Care 85
3.14 Out-of-Network Services 86
3.14.1 Out-of-Network Provider Reimbursement 87
3.14.2 Directed Payment for Eligible Out-of-State Children's Hospitals 87
3.15 Enhanced Services 88
3.16 Opioid Treatment Program (OTP) 90
3.17 Dental Services 90
3.18 Non-Emergency Medical Transportation Services 90
3.19 Residential Substance Use Disorder (SUD) Services 91
4.0 Member Services 91
4.1 Marketing and Outreach 91
4.2 Member Enrollment and Contractor Selection 92
4.2.1 Enrollment and Practice Discrimination 94
4.2.2 Enrollment Packet 95
4.2.3 PMP Selection 95
4.2.4 Provider Network Information 96
4.2.5 Children with Special Health Care Needs 96
4.2.6 Member Disenrollment from MCE 97
4.3 Member-Contractor Communications 99
4.3.1 Member Services Helpline and twenty-four (24)-Hour Nurse Line 99
4.3.2 Electronic Communications 102
4.4 Member Information, Education and Outreach 102
4.4.1 Additional Information Available Upon Request 104
4.4.2 Member and Stakeholder Education and Engagement 107
4.4.3 Member Handbook 107
4.4.4 Member Website 111
4.4.5 Preventive Care Information 113
4.4.6 Member Education 113
4.4.7 Cost and Quality Information 113
4.5 Member and Potential Member Communications Review and Approval 114
4.6 Redetermination Assistance 115
4.7 Member-Provider Communications 115
4.8 Member Rights 116
4.9 Member Grievances and Appeals 117
4.9.1 Contractor Grievance and Appeals Policies 118
4.9.2 Inquiry Processing Requirements 120
4.9.3 Grievance Processing Requirements 120
4.9.4 Appeals Processing Requirements 121

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

4.9.5 External Review by Independent Review Organization 122
4.9.6 State Fair Hearing Process 123
4.9.7 Continuation of Benefits Pending Appeal & Reinstatement of Benefits 124
4.9.8 Member Notice of Grievance, Appeal and Fair Hearing Procedures 125
4.9.9 Recordkeeping Requirements of Grievances and Appeals 125
4.10 Oral Interpretation Services 126
4.11 Health Equity 126
4.12 Advance Directive Information 127
5.0 Provider Network Requirements 128
5.1 Network Development 129
5.1.1 Access to Culturally and Linguistically Competent Providers 130
5.2 Network Composition Requirements 131
5.2.1 Acute Care Hospital Facilities 133
5.2.2 Primary Medical Providers (PMP) 133
5.2.3 Specialist and Ancillary Providers 135
5.2.4 Pharmacy Services 136
5.2.5 Non-Psychiatrist, Non-Substance Use Disorder (SUD) Behavioral Health Providers 137
5.2.6 Inpatient Psychiatric Facilities 137
5.2.7 SUD Providers 138
5.2.8 Dental Providers 138
5.2.9 Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) 138
5.2.10 School-based Health Care Services 139
5.2.11 Indian Healthcare Providers 141
5.2.12 County Health Departments 144
5.2.13 Urgent Care Clinics 144
5.2.14 Dialysis Treatment Center 144
5.2.15 OB/GYNs 144
5.2.16 Non-emergency Medical Transportation Providers 144
5.3 Provider Enrollment and Disenrollment 144
5.4 Provider Agreements 146
5.5 Provider Credentialing 148
5.6 Medical Records 149
5.7 Provider Education and Outreach 150
5.7.1 Provider Communications Review and Approval 151
5.7.2 Provider Policy and Procedures Manual 151
5.8 Contractor Communications with Providers 152
5.8.1 Provider Website 153

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

5.8.2 Provider Services Helpline 154
5.8.3 IHCP Roadshows and Seminars 155
5.8.4 Provider Welcome Letter 155
5.9 Payment for Health Care-Acquired Conditions and Provider-Preventable Conditions 155
5.10 Member Payment Liability 156
5.11 Provider Directory 158
5.12 Hospital Assessment Fee 159
5.13 Physician Faculty Access to Care (PFAC) Program 159
5.14 State-directed Applied Behavioral Analysis (ABA) Reimbursement 160
6.0 Quality Assessment and Performance Improvement/Utilization Management 160
6.1 Quality Management and Improvement Program 160
6.1.1 Quality Assessment and Performance Improvement Committee 164
6.1.2 Quality Assessment and Performance Improvement Program Work Plan Requirements 165
6.1.3 External Quality Review 165
6.2 Incentive Programs 165
6.2.1 Provider Incentive Programs 166
6.2.2 Member Incentive Programs 167
6.2.3 Notification of Pregnancy (NOP) Incentives 168
6.3 Utilization Management Program 168
6.3.1 Authorization of Services and Notices of Actions 173
6.3.2 Objection on Moral or Religious Grounds 178
6.3.3 Utilization Management Committee 178
7.0 Program Integrity 179
7.1 Program Integrity Plan 182
7.2 Program Integrity Operations 184
7.3 Program Integrity Reporting 186
7.4 Program Integrity Overpayment Recovery 187
7.5 Auditing Program Integrity Operations 189
8.0 Information Technology (IT) Systems 189
8.1 Master Test Plan 190
8.2 Business Contingency and Disaster Recovery Plans 193
8.3 Member Enrollment Data Exchange 196
8.4 Provider Network Data 196
8.5 Claims Processing 196
8.5.1 Claims Processing Capabilities 196
8.5.2 Compliance with State and Federal Claims Processing Regulations 198
8.5.3 Claims Payment Timelines 198

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

8.5.4 Rate Update Timeliness 199
8.5.5 Medicaid National Correct Coding Initiative (NCCI) 199
8.6 Encounter Data Submission 199
8.6.1 Definition and Uses of Encounter Data 200
8.6.2 Reporting Format and Batch Submission Schedule 201
8.6.3 Encounter Claims Quality 201
8.7 Third Party Liability (TPL) Issues 202
8.7.1 Coordination of Benefits - Hoosier Healthwise Package A 203
8.7.2 Coordination of Benefits - Hoosier Healthwise, Package C (CHIP) 203
8.7.3 Collection and Reporting 204
8.7.4 Cost Avoidance 204
8.7.5 Retroactive Medicare Coverage 204
8.7.6 Cost Avoidance Exceptions 205
8.8 Health Information Technology and Interoperability 205
9.0 Performance Reporting and Incentives 207
9.1 Administrative and Financial Reports 208
9.2 Member Service Reports 209
9.3 Network Development Reports 209
9.4 Provider Service Reports 209
9.5 Quality Management Reports 209
9.6 Utilization Reports 209
9.7 Claims Reports 210
9.8 CMS Reporting 210
9.9 Other Reporting 210
10.0 Failure to Perform/Non-compliance Remedies 210
10.1 Non-compliance Remedies 210
10.2 Evidence of Financial Responsibility 211
11.0 Termination Provisions 211
11.1 Contract Terminations 211
11.1.1 Termination by the State for Contractor Default 212
11.1.2 Termination for Financial Instability 213
11.1.3 Termination for Failure to Disclose Records 214
11.1.4 Termination by the Contractor 214
11.2 Termination Procedures 214
11.3 Contractor Responsibilities Upon Termination or Expiration of the Contract 215
11.4 Damages 217
11.5 Assignment of Terminating Contractor's Membership and Responsibilities 218
11.6 Refunds of Advanced Payments 218
11.7 Termination Claims 218

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

This Scope of Work is part of a Contract to provide risk-based managed care services to Medicaid beneficiaries enrolled in the State of Indiana's Hoosier Healthwise (HHW) program. The State is looking to contract on a statewide basis with managed care entities (MCEs) with a demonstrated capacity to actively manage care for this low-income population.

Because Hoosier Healthwise is financed in part by federal Medicaid funds, Contractors shall meet all applicable requirements of Medicaid managed care organizations under Section 1903(m) and 1932 of the Social Security Act, as well as the implementing regulations set forth in 42 CFR 438, which defines requirements for Medicaid managed care programs. Contractors shall also ensure that its network providers, including out-of-state providers, enroll in the Indiana Health Coverage Programs (IHCP) before they begin providing health care services to members. Further information about IHCP provider enrollment is located at:

https://www.in.gov/medicaid/providers/provider-enrollment/ihcp-provider-enrollment-transactions/

Unless otherwise indicated, the requirements set forth in this Scope of Work apply to the Contractor's responsibilities under the Hoosier Healthwise program.

1. Background

The Office of Medicaid Policy and Planning (OMPP) of the Indiana Family and Social Services Administration (FSSA) manages the Hoosier Healthwise program. For purposes of this Scope of Work, the term "FSSA" shall refer to the agency and its divisions, including, but not limited to OMPP. Hoosier Healthwise is a Medicaid program that helps approximately six hundred thousand (600,000) Hoosiers.[1] The program's aim is to provide comprehensive health care coverage for Hoosier families.

The Contractor shall perform the administrative functions of a typical insurer, as well as address the unique challenges of low-income children and families and can manage and integrate care along the continuum of health care services. Goals for Hoosier Healthwise include:

- Creating processes that efficiently stratify one hundred percent (100%) of the HHW member population into appropriate services and provide early identification of enrollees who have or may have special health needs.
- Developing data collection methods that utilize information specific to gender, ethnicity, race, region, and primary language to guide annual health equity efforts.
- Collaborating with network providers, local health departments, and additional State agencies to create activities that address infant and maternal mortality.
- Implementing strategies to increase the number of eligible HHW members who receive a Developmental Screening aged zero (0) to three (3) by five percent (5%) quarterly.
- Quarterly increasing the percentage of HHW members aged two (2) to three (3) who have received at least one (1) dental visit by five percent (5%).
- Quarterly increasing the percentage of HHW members who have received a lead test at age one (1) by five percent (5%).
- Annually increasing the percentage of HHW members who receive two (2) influenza (flu) vaccines by age two (2) by ten percent (10%).

The Contractor shall ensure that they follow all program requirements as described in the Hoosier Healthwise MCE Policies and Procedures Manual as updated and amended periodically.

[1] The enrollment figures provided in this Scope of Work are estimates only. Enrollment in the Hoosier Healthwise program may increase or decrease in the future based upon federal policies, program priorities, available funding, etc.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

2. Administrative Requirements

2.1 State Licensure and Compliance with Applicable Laws, Rules, and Regulations

Prior to the Contract effective date, and as verified in the readiness review, the Contractor must be:

- An Indiana-licensed accident or sickness insurer; or
- An Indiana-licensed health maintenance organization (HMO).

The Contractor and all subcontractors shall use clinicians licensed by Indiana and follow all requirements contained within the Contract (e.g., Prior Authorization/Utilization Management (PA/UM) criteria; claims processing; encounter data submission; etc.), regardless of geographic location.

The Contractor 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); Title XXI of the Social Security Act; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973 (regarding education programs and activities), and the Americans with Disabilities Act of 1990 as amended; section 1557 of the Patient Protection and Affordable Care Act per 42 CFR 438.3(f)(1) and 42 CFR 438.100(d).

2.2 National Committee for Quality Assurance (NCQA) Accreditation

As required by IC 12-15-12-21, the Contractor shall be accredited by the National Committee for Quality Assurance (NCQA) on or before the Contract start date. When accreditation standards conflict with the standards set forth in the Contract, the Contract prevails, unless the accreditation standard is more stringent.

Per 42 CFR 438.332(b), The Contractor must authorize NCQA to provide the State a copy of its most recent accreditation review including: its accreditation status, survey type, and level (as applicable); recommended actions or improvements, corrective action plans, and summaries of findings; and the expiration date of the accreditation.

2.3 Administrative and Organizational Structure

The Contractor shall maintain an administrative and organizational structure that supports effective and efficient delivery of integrated services to all members in a family. The organizational structure shall demonstrate a coordinated approach to managing the delivery of health care services to its Hoosier Healthwise members. The Contractor's organizational structure shall support collection and integration of data from every aspect of its delivery system and its internal functional units to accurately report the Contractor's performance. The Contractor shall also have policies and procedures in place that support the integration of financial and performance data and comply with all applicable federal and state requirements.

Prior to the Contract effective date, FSSA will provide a series of orientation sessions to assist the Contractor in developing its internal operations to support the requirements of the Contract (i.e., data submission, data transmissions, reporting formats, etc.).

The Contractor shall have in place sufficient administrative and clinical staff and organizational components to comply with all Hoosier Healthwise program requirements and standards. The Contractor shall not be located outside of the United States per 42 CFR

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438.602(i). The Contractor shall manage the functional linkage of the following major operational areas:

- Administrative and fiscal management
- Member services
- Provider services
- Marketing
- Provider enrollment
- Network development and management
- Quality management and improvement
- Utilization management
- Clinical assessment, disease management, care management and complex case management
- Special investigations and waste, fraud and abuse detection
- Behavioral and physical health
- Information systems
- Performance data reporting and encounter claims submission
- Claims payments
- Grievances and appeals

2.3.1 Staffing

The Contractor shall have in place sufficient administrative, clinical staff and organizational components to comply with all program requirements and standards. The Contractor shall maintain a high level of Contract performance and data reporting capabilities regardless of staff vacancies or turnover. The Contractor shall have an effective method to address and minimize staff turnover (e.g., cross training, use of temporary staff or consultants, etc.) as well as processes to solicit staff feedback to improve the work environment. These processes will be verified during the readiness review.

The Contractor shall have position descriptions for the positions discussed in this section that include the responsibilities and qualifications of the position such as, but not limited to: education (e.g., high school, college degree or graduate degree), professional credentials (e.g., licensure or certifications), work experience, membership in professional or community associations, etc.

2.3.2 Key Staff

The Contractor shall employ the key staff members listed below. The State requires the Contractor to have key staff members dedicated full-time to the Contractor's Indiana Medicaid product lines. In some instances, key staff must be dedicated to Hoosier Healthwise. The Contractor must employ sufficient staff to achieve compliance with contractual requirements and performance metrics.

The Contractor shall establish and maintain a business office or work site within five miles of downtown Indianapolis, Indiana. All key staff must reside in Indiana, and all other staff must perform the majority of their work within Indiana unless

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

explicitly exempted by the Contract. Additionally, key personnel must physically carry out the majority of their daily responsibilities from this location, ensuring a significant portion of the Contractor's operations are based there. The Contractor must provide documentation upon request to verify compliance with these requirements. The Contractor shall be responsible for all costs related to securing and maintaining the facility for interim start-up support and the subsequent operational facility.

Upon award of the Contract, the Contractor shall deliver the final staffing plan within thirty (30) calendar days after notice of award; such plan will include a resume for each proposed key staff person outlined below for acceptance by FSSA. Per 42 CFR 455.104(b)(4), the Contractor shall submit the name, address, date of birth, and SSN of any managing employee of the Contractor. FSSA reserves the right to approve or disapprove all initial and replacement key staff prior to their assignment to Hoosier Healthwise. FSSA shall have the right to require that the Contractor remove any individual (whether or not key staff) from assignment to the program.

The Contractor shall ensure the location of any staff or operational functions outside of the State of Indiana does not compromise the delivery of integrated services and the seamless experience for members and providers. The Contractor shall be responsible for ensuring all staff functions conducted outside of the State of Indiana are readily reportable to FSSA at all times to ensure such locations does not hinder the State's ability to monitor the Contractor's performance and compliance with Contract requirements. Indiana-based staff shall maintain a full understanding of the operations conducted outside of the State of Indiana, and must be prepared to discuss these operations with FSSA upon request, including during unannounced FSSA site visits.

Except in the circumstance of the unforeseeable loss of a key staff member's services, the Contractor shall provide written notification to FSSA of anticipated vacancies of key staff within five (5) business days of receiving the key staff person's notice to terminate employment or five (5) business days before the vacancy occurs, whichever occurs first. At that time, the Contractor shall present FSSA with an interim plan to cover the responsibilities created by the key staff vacancy. Likewise, the Contractor shall notify FSSA in writing within five (5) business days after a candidate's acceptance to fill a key staff position or five (5) business days prior to the candidate's start date, whichever occurs first.

In addition to attendance at vendor meetings, all key staff must be accessible to FSSA and its other program subcontractors via telephone, voicemail and electronic mail systems. As part of its annual and quarterly reporting, the Contractor must submit to FSSA an updated organizational chart including e-mail addresses and phone numbers for key staff.

FSSA reserves the right to interview any prospective candidate and/or approve or deny the individuals filling the key staff positions set forth below. FSSA also reserves the right to require a change in key staff as part of a corrective action plan should performance concerns be identified.

The key staff positions required under the Contract include:

Chief Executive Officer, President, or Executive Director – The Chief Executive Officer or Executive Director has full and final responsibility for plan management and compliance with all provisions of the Contract.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Chief Financial Officer – The Chief Financial Officer shall oversee the budget and accounting systems of the Contractor for the Hoosier Healthwise program. This Officer shall, at a minimum, be responsible for ensuring that the Contractor meets the State's requirements for financial performance and reporting.

Compliance Officer – The Contractor shall employ a Compliance Officer who is accountable to the Contractor's executive leadership and dedicated full-time to the Contractor's Indiana Medicaid product lines. This individual will be the primary liaison with the State (or its designees) to facilitate communications between FSSA, the State's contractors and the Contractor's executive leadership and staff. This individual shall maintain a current knowledge of federal and state legislation, legislative initiatives and regulations that may impact the Hoosier Healthwise program. It is the responsibility of the Compliance Officer to coordinate reporting to the State as defined in Section 9.0 and to review the timeliness, accuracy and completeness of reports and data submissions to the State. The Compliance Officer, in close coordination with other key staff, has primary responsibility for developing and implementing policies, procedures, and practices designed to ensure all Contractor functions are in compliance with the terms of the Contract. The Compliance Officer shall meet with the OMPP Program Integrity Unit on a quarterly basis.

Chief Information Officer (CIO) or Information Technology (IT) Director – The Contractor shall employ a CIO or IT Director who is dedicated full-time to the Contractor's Indiana Medicaid product lines. This individual will oversee the Contractor's Hoosier Healthwise Information Technology (IT) systems and serve as a liaison between the Contractor and the State fiscal agent or other FSSA contractors regarding encounter claims submissions, capitation payment, member eligibility), enrollment and other data transmission interface and management issues. The CIO or IT Director, in close coordination with other key staff, is responsible for ensuring all program data transactions are in compliance with the terms of the Contract. The CIO or IT Director is responsible for attendance at all Technical Meetings called by the State. If the CIO or IT Director is unable to attend a Technical Meeting, the CIO or IT Director shall designate a representative to take his or her place. This representative shall report back to the CIO or IT Director on the Technical Meeting's agenda and action items. For more information on the IT program requirements, see Section 8.0.

Medical Director – The Contractor shall employ the services of a Medical Director who is an Indiana-licensed Indiana Health Care Provider (IHCP) provider board certified in family medicine or internal medicine. If the Medical Director is not board certified in family medicine, they shall be supported by an Indiana licensed clinical team with experience in pediatrics, behavioral health, adult medicine and obstetrics/gynecology. The Medical Director shall be dedicated full-time to the Contractor's Indiana Medicaid product lines. The Medical Director shall oversee the development and implementation of the Contractor's disease management, case management and care management programs; oversee the development of the Contractor's clinical practice guidelines; review any potential quality of care problems; oversee the Contractor's clinical management program and programs that address special needs populations; oversee health screenings; serve as the Contractor's medical professional interface with the Contractor's primary medical providers (PMPs) and specialty providers; and direct the Quality Improvement and Utilization Management programs, including, but not limited to, monitoring, corrective actions and other quality improvement, utilization management or program integrity activities. The Medical Director, in close coordination with other key staff, is responsible for ensuring that the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

medical management and quality improvement components of the Contractor's operations are in compliance with the terms of the Contract. The Medical Director shall work closely with the Pharmacy Director to ensure compliance with pharmacy-related responsibilities set forth in Section 3.4. The Medical Director shall attend all FSSA quality meetings, including the Quality Strategy Committee meetings and Subcommittee meetings. If the Medical Director is unable to attend an OMPP quality meeting, the Medical Director shall designate a representative to take their place. This representative must report back to the Medical Director on the meeting's agenda and action items. The Medical Director shall be responsible for knowing and taking appropriate action on all agenda and action items from all OMPP quality meetings.

Member Services Manager – The Contractor shall employ a Member Services Manager who is dedicated full-time to member services for the Contractor's Indiana Medicaid product lines, which shall be available via the member helpline and the member website, including through a member portal. The Member Services Manager shall, at a minimum, be responsible for directing the activities of the Contractor's member services, including, but not limited to, member helpline telephone performance, member e-mail communications, member education, the member website, member outreach programs, development, approval and distribution of member materials. The Member Services Manager manages the member grievances and appeals process, and works closely with other managers (especially, the Quality Improvement Manager, Utilization Manager and Medical Director) and departments to address and resolve member grievances and appeals. The Member Services Manager shall oversee the interface with the Enrollment Broker regarding such issues as member enrollment and disenrollment, member PMP assignments and changes, member eligibility and newborn enrollment activities. The Member Services Manager shall provide an orientation and on-going training for member services helpline representatives, at a minimum, to support accurately informing members of how the Contractor operates, availability of covered services, benefit plans and limitations, health screenings, emergency services, PMP assignment and changes, specialty provider referrals, self-referral services, preventive and enhanced services, well-child services and member grievances and appeals procedures. The Member Services Manager, in close coordination with other key staff, is responsible for ensuring that all of the Contractor's member services operations are in compliance with the terms of the Contract. For more information regarding the member services program requirements, see Section 4.0.

Provider Services Manager – The Contractor shall employ a Provider Services Manager who is dedicated full-time to the Contractor's Indiana Medicaid product lines. The Provider Services Manager shall, at a minimum, be responsible for the provider services helpline performance, provider recruitment, contracting and credentialing, facilitating the provider claims dispute process, developing and distributing the provider manual and education materials and developing outreach programs. The Provider Services Manager oversees the process of providing information to the State fiscal agent regarding the Contractor's provider network. The Provider Services Manager, in close coordination with other key staff, is responsible for ensuring that all of the Contractor's provider services operations are in compliance with the terms of the Contract. For more information regarding the provider services program requirements, see Section 5.0.

Special Investigation Unit Manager – The Contractor shall employ a Special Investigation Unit (SIU) Manager who is dedicated full-time to the Contractor's Indiana Medicaid product lines. The SIU Manager shall be located in Indiana.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The SIU Manager is responsible for directing the activities of Special Investigation Unit staff, attending meetings with FSSA and reducing or eliminating wasteful, fraudulent, or abusive healthcare billings and services. It is the responsibility of the SIU Manager to coordinate the timeliness, accuracy and completeness of all suspected or confirmed instances of waste, fraud and abuse referrals to the OMPP PI Section. The SIU Manager shall report to the Compliance Officer and meet with the OMPP Program Integrity (OMPP PI) Section at a minimum of quarterly or more frequently as directed by the OMPP PI Section. The SIU Manager shall be a subject matter expert in Medicaid program integrity and hold qualifications similar to those of state program integrity section managers.

Quality Improvement Manager – The Contractor shall employ a Quality Improvement Manager who is dedicated full-time to the Contractor's Indiana Medicaid product lines. The Quality Management Manager shall, at a minimum, be responsible for directing the activities of the Contractor's quality improvement staff in monitoring and auditing the Contractor's health care delivery system, including, but not limited to, internal processes and procedures, provider network(s), service quality and clinical quality. The Quality Improvement Manager shall assist the Contractor's Compliance Officer in overseeing the activities of the Contractor's operations to meet the State's goal of providing health care services that improve the health status and health outcomes of Hoosier Healthwise members. For more information regarding the quality management requirements, see Section 6.0.

Utilization Management Manager – The Contractor shall employ a Utilization Management Manager who is dedicated full-time to the Contractor's Indiana Medicaid product lines. The Utilization Management Manager shall, at a minimum, be responsible for directing the activities of the utilization management staff. With direct supervision by the Medical Director, the Utilization Management Manager shall direct staff performance regarding prior authorization, medical necessity determinations, concurrent review, retrospective review, appropriate utilization of health care services, continuity of care, care coordination and other clinical and medical management programs. The Utilization Management Manager shall work with the Special Investigation Unit (SIU) Manager to assure that service billing and utilization issues are documented and reported to the SIU, and matters requiring SIU review or investigation shall be timely submitted within five (5) business days to enable recovery of overpayments or other appropriate action. For more information regarding the utilization management requirements, see Section 6.0.

Behavioral Health Manager – The Contractor shall employ a Behavioral Health Manager who is dedicated full-time to the Contractor's Indiana Medicaid product lines. The Behavioral Health Manager is responsible for ensuring that the Contractor's behavioral health operations, which include the operations of any behavioral health subcontractors, are in compliance with the terms of the Contract. The Behavioral Health Manager shall coordinate with all functional areas, including quality improvement, utilization management, network development and management, provider relations, member outreach and education, member services, contract compliance and reporting. The Behavioral Health Manager shall fully participate in all quality management and improvement activities, including participating in Quality Strategy Committee meetings and in the Mental Health Quality Assurance Committee. The Behavioral Health Manager shall work closely with the Contractor's network development and provider relations staff to develop and maintain the behavioral health

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

network and ensure that it is fully integrated with the physical health provider network. The Behavioral Health Manager shall collaborate with key staff to ensure the coordination of physical and behavioral health care as set forth in Section 3.7 and coordination with Medicaid Rehabilitation Option (MRO) and 1915(i) services as set forth in Sections 3.11.1 and 3.11.2. The Behavioral Health Manager shall work closely with the utilization management staff to monitor behavioral health utilization, especially to identify and address potential behavioral health under- or over-utilization. The Behavioral Health Manager or designee shall be the primary liaison with behavioral health community resources, including Community Mental Health Centers (CMHCs), and be responsible for all reporting related to the Contractor's provision of behavioral health services.

If the Contractor subcontracts with a behavioral health organization (BHO) to provide behavioral health services, the Behavioral Health Manager shall continue to work closely with the Contractor's other managers to provide monitoring and oversight of the BHO and to ensure the BHO's compliance with the Contract (See Section 2.6 regarding requirements for FSSA's approval of subcontractors.).

Dental Manager – The Contractor must employ an Indiana Dentist as a Dental Manager who is dedicated to Indiana Medicaid. This individual, in coordination with the Medical Director, is responsible for ensuring the dental benefit operated by the Contractor or subcontractor is compliant with standards of dental care and consistent with this Contract. The Dental Manager establishes and coordinates with implementation of the Contractor's oral health strategy to ensure comprehensive, whole person health.

Data Compliance Manager – The Contractor shall employ a Data Compliance Manager who is dedicated full-time to the Contractor's Indiana Medicaid product lines. The Data Compliance Manager will provide oversight to ensure the Contractor's Hoosier Healthwise data conform to FSSA and OMPP data standards and policies. The Data Compliance Manager must have extensive experience in managing data quality and data exchange processes, including data integration and data verification. The Data Compliance Manager must also be knowledgeable in health care data and health care data exchange standards. The Data Compliance Manager shall manage data quality, change management and data exchanges with FSSA, OMPP or its designee(s). The Data Compliance Manager shall be responsible for data quality and verification, data delivery, change management processes used for data extract corrections and modification and enforcement of data standards and policies for data exchanges to FSSA and OMPP as defined by the State. The Data Compliance Manager shall coordinate with the State to implement data exchange requirements.

Pharmacy Director – The Contractor shall employ a Pharmacy Director who is an Indiana licensed pharmacist dedicated full-time to the Contractor's Indiana Medicaid product lines. The Pharmacy Director shall oversee all pharmacy benefits under this Contract as outlined in Section 3.4. This individual shall represent the Contractor at all meetings of the State's Drug Utilization Review (DUR) Board meetings and the Mental Health Quality Assurance Advisory Committee (MHQAC). If the Contractor subcontracts with a Pharmacy Benefits Manager (PBM) for its Hoosier Healthwise pharmaceutical services, the Pharmacy Director shall be responsible for oversight and Contract compliance of the PBM, including pharmacy audits, as well as any other audits or responses.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Member Advocate/Non-Discrimination Coordinator – The Contractor must employ a Member Advocate/Non-Discrimination Coordinator dedicated full-time to the Hoosier Healthwise program who is responsible for representation of members' interests including input in policy development, planning and decision-making. The Member Advocate shall be responsible for development and oversight of the Member Advisory Committee. This individual shall also be responsible for the Contractor's compliance with federal and state civil rights laws, regulations, rules and policies, including but not limited to, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) and the Age Discrimination Act.

Grievance and Appeals Manager – The Contractor shall employ a Grievance and Appeals Manager responsible for managing the Contractor's grievance and appeals process. This individual shall be responsible for ensuring compliance with processing timelines and policy and procedure adherence as outlined in Section 4.9. The Grievance and Appeals Manager shall ensure the Contractor has appropriate representation and/or provides adequate documentation in the event that a member appeals to the State.

Claims Manager – The Contractor shall employ a Claims Manager dedicated full-time to the Contractor's Indiana Medicaid product lines and responsible for ensuring prompt and accurate provider claims processing in accordance with the terms of the Contract. This individual shall work in collaboration with the CIO or IT Director to ensure the timely and accurate submission of encounter data as delineated in Section 8.6. The Claims Manager (or Utilization Management Manager, as applicable) shall work with the Special Investigation Unit (SIU) Manager to assure that service billing and utilization issues are documented and reported to the SIU, and matters requiring SIU review or investigation shall be timely submitted within (5) business days to enable recovery of overpayment or other appropriate action.

Care Management Manager – The Contractor must employ a full-time Care Management Manager dedicated to the Hoosier Healthwise program. This Manager must oversee the disease management, care management, complex case management and Right Choices Program (RCP) functions as outlined in Sections 3.8. The Care Management Manager must, at a minimum, be a registered nurse or other medical professional with extensive experience in providing care coordination to a variety of populations. This individual will work directly under the Contractor's Medical Director to develop, expand and maintain the care management program. The individual will be responsible for overseeing care management teams, care plan development and care plan implementation. The Care Management Manager will be responsible for directing the activities of the care managers. These responsibilities extend to physical and behavioral health care services. This individual will work with the Medical Director, Provider and Member Services Managers, and with State staff as necessary, to communicate to providers and members. The Care Management Manager will provide input, as requested by the State, at State-level meetings.

2.3.3 Other Required Staff Positions

In addition to the required key staff described in Section 2.3.2, the Contractor shall employ those additional staff necessary to ensure the Contractor's compliance with the State's performance requirements. Required staff includes but are not limited to:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Grievance and appeals staff necessary to investigate and coordinate responses to address member and provider grievances and appeals against the Contractor and interface with the FSSA and the Indiana Office of Administrative Law Proceedings.

Technical support services staff to ensure the timely and efficient maintenance of information technology support services, production of reports, processing of data requests and submission of encounter data.

Quality improvement staff dedicated to perform quality management and improvement activities, and participate in the Contractor's internal Quality Assessment and Performance Improvement Committee.

Utilization and medical management staff dedicated to perform utilization management and review activities.

Case managers who provide case management, care management, care coordination and utilization management for high-risk or high-cost members receiving physical health and/or behavioral health services. The case managers must identify the needs and risks of the Contractor's membership, including social barriers; serve as a coordinator to link members to services; and ensure that members receive the appropriate care in the appropriate setting by the appropriate providers.

Board certified psychiatrist and addiction specialist part-time or on-call board certified psychiatrist and addiction specialist with qualifications and certification as outlined by ASAM for behavioral health utilization management activities.

Member services representatives to coordinate communications between the Contractor and its members; respond to member inquiries; and assist all members regarding issues such as the Contractor's policies, procedures, general operations, benefit coverage and eligibility. Member services staff should have access to real time data for members, including eligibility status, benefit package, balance and transactions, PMP assignments and all service and utilization data. Member services staff shall have the appropriate training and demonstrate full competency before interacting with members.

Member marketing and outreach staff to manage marketing and outreach efforts for the Hoosier Healthwise program.

Special Investigation Unit staff to support the Special Investigation Unit Manager and help review and investigate Contractor's providers and members that are engaging in wasteful, abusive, or fraudulent billing or service utilization. The SIU shall have, at a minimum, one full-time, dedicated staff member for every one hundred thousand (100,000) members, excluding the SIU Manager. Accordingly, for example, plans servicing three hundred sixty thousand (360,000) members shall have a Special Investigation Unit Manager and 3.6 FTE additional staff. A majority of SIU staff including the SIU Manager shall work in Indiana to enable sufficient onsite audit capability and facilitate in-person meeting attendance as directed by FSSA.

Compliance staff to support the Compliance Officer and help ensure all Contractor functions is in compliance with state and federal laws and regulations, the State's policies and procedures and the terms of the Contract.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Provider representatives to develop the Contractor's network and coordinate communications between the Contractor and contracted and non-contracted providers, paying particular attention to educating and encouraging providers to participate in the Hoosier Healthwise program and other Indiana Medicaid product lines to ensure continuity of care for members transitioning between programs.

Claims processors to process electronic and paper claims in a timely and accurate manner, process claims correction letters, process claims resubmissions and address overall disposition of all claims for the Contractor, per state and federal guidelines, as well as a sufficient number of staff to ensure the submission of timely, complete and accurate encounter claims data.

Member and provider education/outreach staff to promote health-related prevention and wellness education and programs; maintain member and provider awareness of the Contractor's programs, policies and procedures; and identify and address barriers to an effective health care delivery system for the Contractor's members and providers.

Website staff to maintain and update the Contractor's member and provider websites and member portal.

Transition Coordination staff to support and oversee all member transitions in and out of the various benefit plans available in the Contractor's Indiana Medicaid programs, as well as in and out of the Contractor's enrollment. The Transition Coordination staff shall be responsible for ensuring continuity of care and member and provider communication through all benefit plan and MCE transfers. The Transition Coordinator shall be responsible for ensuring the transfer and receipt of all outstanding prior authorization decisions, utilization management data and clinical information such as disease management, care management and complex case management notes.

2.3.4 Suggested Staff Positions

The Contractor is responsible for ensuring adequate staffing to meet the requirements of the Contract and the delivery of high quality, operationally efficient services. FSSA may set required staffing levels for contractors. FSAA may require additional staffing for Contractors who fail to maintain compliance with the performance metrics of the Contract. Suggested staffing includes, but is not limited to those listed below. The Contractor shall adhere to the State approved staffing plan.

- Executive management to interface with FSSA leadership to coordinate and confer with the State on matters related to the Contractor's participation in the Hoosier Healthwise program.

- Technical support services staff to ensure the timely and efficient maintenance of information technology support services, production of reports and processing of data requests and submission of encounter data.

- Quality management staff dedicated to perform quality management and improvement activities, and participate in the Contractor's internal Quality Management and Improvement Committee.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Utilization and medical management staff dedicated to perform utilization management and review activities.

- Member services representatives to coordinate communications between the Contractor and its members, respond to member inquiries, and assist all members regarding issues such as the Contractor's policies, procedures, general operations, benefit coverage and eligibility. Member services staff should have access to real time data on members, including, but not limited to, eligibility status and all service and utilization data. Member services staff must have the appropriate training and demonstrate full competency before interacting with members.

- Member marketing and outreach staff to manage marketing and outreach efforts for the Hoosier Healthwise program.

- Compliance staff to support the Compliance Officer and help ensure all Contractor functions are in compliance with state and federal laws and regulations, the State's policies and procedures and the terms of the Contract.

- Provider representatives to develop the Contractor's network and coordinate communications between the Contractor and contracted and non-contracted providers.

- Claims processors to process electronic and paper claims in a timely and accurate manner, process claims correction letters, process claims resubmissions and address overall disposition of all claims for the Contractor, per state and federal guidelines.

- A sufficient number of staff to ensure the submission of timely, complete and accurate encounter claims data.

- Member and provider education/outreach staff to promote health-related and preventive care education and programs, maintain member and provider awareness of the Contractor's policies and procedures, and identify and address barriers to an effective health care delivery system for the Contractor's members and providers.

- Website staff to maintain and update the Contractor's member and provider websites.

2.3.5 Staff Training and Qualifications

On an ongoing basis, the Contractor shall ensure that each staff person, including members of subcontractors' staff, has appropriate education and experience to fulfill the requirements of their position, as well as ongoing training (e.g., orientation, cultural sensitivity, program updates, clinical protocols, policies and procedures compliance, management of IT systems, training on fraud and abuse and the False Claims Act, HIPAA, etc.). The Contractor shall provide initial and ongoing training and must ensure all staff are trained in the major components of the Hoosier Healthwise program. Staff training shall include, but is not limited to:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- An overview of the Hoosier Healthwise program & associated policies and procedures, including updates whenever changes occur;
- Contract requirements and state and federal requirements specific to job functions;
- In accordance with 42 CFR 422.128(b)(1)(ii)(H), 42 CFR 489.102(a)(5) and 42 CFR 438.3(j), training on the Contractor's policies and procedures on advance directives;
- Initial and ongoing training on identifying and handling quality of care concerns;
- Cultural sensitivity training;
- Training on fraud and abuse and the False Claims Act;
- Health Insurance Portability and Accountability Act (HIPAA) training;
- Management of IT systems;
- Clinical protocol training for all clinical staff;
- Utilization management staff shall receive ongoing training regarding interpretation and application of the Contractor's utilization management guidelines. The ongoing training shall, at minimum, be conducted on a quarterly basis and as changes to the Contractor's utilization management guidelines and policies and procedures occur;
- Assessment processes, person-centered planning and population specific training relevant to the populations enrolled in the Hoosier Healthwise program for all care managers. The Contractor shall also ensure all applicable subcontractors provide such training to their relevant staff;
- Training and education to understand abuse, neglect, exploitation and prevention including the detection, reporting, investigation and remediation procedures and requirements; and
- Training for transportation, prior authorization and member services staff on the geography of the state and location of network service providers to facilitate the approval of services and recommended providers in the most geographically appropriate location.

The State-developed Hoosier Healthwise MCE Policies and Procedures Manual, as may be amended by FSSA from time to time, shall be provided to the Contractor's entire staff and shall be incorporated into all training programs for staff responsible for providing services under the Contract. Training materials must be updated on a regular basis to reflect any program changes. The Contractor shall maintain documentation to confirm staff training, curriculum, schedules and attendance, and shall provide this information to FSSA upon request and during regular on-site visits. For its utilization management staff the Contractor shall be prepared to provide a written training plan, which shall

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

include dates and subject matter, as well as training materials, upon request by FSSA.

2.3.6 Debarred Individuals

In accordance with 42 CFR 438.610, Section 1932(d)(1) of the Social Security Act, SMDL 6/12/08 and SMDL 1/16/09, which prohibits affiliations with individuals debarred by Federal agencies, the Contractor must not knowingly have a relationship with the following:

- An individual or entity who is (or is affiliated with a person/entity that is) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, which relates to debarment and suspension;

- An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described above; or

- An individual or entity that is excluded from participation in any Federal health care program under section 1128 or 1128A of the Act.

The relationships include directors, officers or partners of the Contractor, persons with beneficial ownership of five percent (5%) or more of the Contractor's equity, network providers, subcontractors, or persons with an employment, consulting or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under the Contract.

In accordance with Section 1932(d)(1) of the Social Security Act, 42 CFR 438.608(c)(1), 42 CFR 438.610(a), 42 CFR 438.610(b), 42 CFR 438.610(c), SMDL 6/12/08, SMDL 1/16/09, and Exec. Order No. 2549, the Contractor shall provide written disclosure of any of the prohibited relationships described above. If FSSA finds that the Contractor is in violation of these regulations, FSSA will notify the Secretary of noncompliance and determine if this Contract will continue or be terminated in accordance with 42 CFR 438.610(d).

The contractor shall have policies and procedures in place to routinely monitor staff positions and subcontractors for individuals debarred or excluded. As part of readiness review, the Contractor shall demonstrate to FSSA that it has mechanisms in place to monitor staff and subcontractors for individuals debarred by Federal agencies.

The Contractor shall be required to disclose to the OMPP PI Section information required by 42 CFR 455.106 regarding the Contractor's staff and persons with an ownership/controlling interest in the Contractor that have been convicted of a criminal offense related to that person's involvement in Medicare/Medicaid or Title XX programs.

2.4 FSSA Meeting Requirements

FSSA conducts meetings and collaborative workgroups for the Hoosier Healthwise program. The Contractor shall comply with all meeting requirements established by FSSA, and is

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

expected to cooperate with FSSA and/or its contractors in preparing for and participating in these meetings.

The Contractor shall also participate in meetings and proceedings with external entities as directed by FSSA, including but not limited to, the DUR Board, MHQAC, Medicaid Advisory Committee, Therapeutics Committee, Indiana Psychotropic Medication Advisory Committee and legislative hearings. FSSA may also require the participation of subcontracted entities in other instances, as determined necessary. Attendance at all meetings shall be at no additional cost to FSSA. FSSA reserves the right to cancel any regularly scheduled meetings, change the meeting frequency or format or add meetings to the schedule as it deems necessary.

At Contract initiation, FSSA will conduct a series of orientation sessions. The Contractor shall ensure the attendance of appropriate staff at each session based on topics to be discussed. During Contract implementation, the Contractor shall meet with FSSA on a State approved schedule to coordinate a smooth transition and implementation. The Contractor should be prepared to meet weekly.

FSSA reserves the right to meet at least annually with the Contractor's executive leadership to review the Contractor's performance, discuss the Contractor's outstanding or commendable contributions, identify areas for improvement and outline upcoming issues that may impact the Contractor or the Hoosier Healthwise program.

2.5 Financial Stability

The Contractor shall meet and comply with all requirements located in Title 27, Articles 1 through 15, of the Indiana Code. This includes, but is not limited to, the requirements pertaining to financial solvency, reinsurance and policy contracts, as well as administration of these processes.

FSSA and the Indiana Department of Insurance (IDOI) will monitor the Contractor's financial performance. FSSA will include IDOI findings in their monitoring activities. FSSA shall be copied on required filings with IDOI, and the required filings shall break out financial information for the Hoosier Healthwise line of business separately. The financial performance reporting requirements are listed in Section 9.1 and are further described in the Hoosier Healthwise MCE Reporting Manual, which shall be provided following the Contract award date.

2.5.1 Solvency

The Contractor shall maintain a fiscally solvent operation per federal regulations and IDOI's requirements for a minimum net worth and risk-based capital. The Contractor shall have a process in place to review and authorize contracts established for reinsurance and third-party liability, if applicable.

The Contractor shall comply with the federal requirements for protection against insolvency pursuant to 42 CFR 438.116, which sets solvency standards for managed care entities. Per 42 CFR 438.604(a)(4), 42 CFR 438.606, and 42 CFR 438.116, the Contractor shall submit documentation on the basis of which the State determines that the Contractor has made adequate provision against the risk of insolvency.

These requirements provide that, unless the Contractor is a federally qualified HMO (as defined in Section 1310 of the Public Health Service Act), the Contractor shall:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Provide assurances satisfactory to the State showing that its provision against the risk of insolvency is adequate to ensure that its members will not be liable for the Contractor's debts if the entity becomes insolvent per 42 CFR 428.106(a) and section 1932(b)(6) of the Social Security Act.

- Meet the solvency standards established by the State for private health maintenance organizations or be licensed or certified by the State as a risk-bearing entity per 42 CFR 438.116(b) and section 1903(m)(1) of the Social Security Act.

2.5.2 Insurance Requirements

The Contractor shall be in compliance with all applicable insurance laws of the State of Indiana and the federal government throughout the term of the Contract. No less than ninety (90) calendar days prior to delivering services under the Contract, the Contractor shall obtain Fidelity Bond or Fidelity Insurance, as defined in IC 27-13-5-2, from an insurance company duly authorized to do business in the State of Indiana.

No less than thirty (30) calendar days before the policy renewal effective date, the Contractor must submit to FSSA its certificate of insurance for each renewal period for review and approval.

2.5.3 Reinsurance

The Contractor shall purchase reinsurance from a commercial reinsurer and shall establish reinsurance agreements meeting the requirements listed below. The Contractor shall submit new policies, renewals or amendments to FSSA for review and approval at least one hundred and twenty (120) calendar days before becoming effective.

- Agreements and Coverage

  - The attachment point shall be equal to or less than five hundred thousand dollars ($500,000) and shall apply to all services, unless otherwise approved by FSSA. The Contractor electing to establish commercial reinsurance agreements with an attachment point greater than five hundred thousand dollars ($500,000) must provide a justification in its proposal or submit justification to FSSA in writing at least one hundred and twenty (120) calendar days prior to the policy renewal date or date of the proposed change. The Contractor must receive approval from FSSA before changing the attachment point.

  - The Contractor’s co-insurance responsibilities above the attachment point shall be no greater than twenty percent (20%).

  - Reinsurance agreements shall transfer risk from the Contractor to the reinsurer.

  - The reinsurer's payment to the Contractor shall depend on and vary directly with the amount and timing of claims settled under the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

reinsured contract. Contractual features that delay timely reimbursement are not acceptable.

- The Contractor shall obtain continuation of coverage insurance (insolvency insurance) to continue plan benefits for members until the end of the period for which premiums have been paid. This coverage shall extend to members in acute care hospitals or nursing facility settings when the Contractor's insolvency occurs during the member's inpatient stay. The Contractor shall continue to reimburse for its member's care under those circumstances (i.e., inpatient stays) until the member is discharged from the acute care setting or nursing facility.

- Requirements for Reinsurance Companies

  - The Contractor shall submit documentation that the reinsurer follows the National Association of Insurance Commissioners' (NAIC) Reinsurance Accounting Standards.

  - The Contractor shall be required to obtain reinsurance from insurance organizations that have Standard and Poor's claims-paying ability ratings of "AA" or higher and a Moody's bond rating of "A1" or higher, unless otherwise approved by FSSA.

- Subcontractors

  - Subcontractors' reinsurance coverage requirements must be clearly defined in the reinsurance agreement.

  - Subcontractors should be encouraged to obtain their own stop-loss coverage with the above-mentioned terms.

  - If subcontractors do not obtain reinsurance on their own, the Contractor is required to forward appropriate recoveries from stop-loss coverage to applicable subcontractors.

2.5.4 Financial Accounting Requirements

The Contractor shall maintain separate accounting records for the Hoosier Healthwise line of business that incorporates performance and financial data of subcontractors, as appropriate, particularly risk-bearing subcontractors. The Contractor's accounting records shall be maintained in accordance with the IDOI requirements. If the Contractor does not provide Hoosier Healthwise-specific information, FSSA may terminate the Contract. The Contractor shall provide documentation that its accounting records are compliant with IDOI standards.

The Contractor shall make full disclosure, and the State shall review, ownership and control information for the Contractor and any subcontracting entities or providers as required by 42 CFR 455.100-106, as directed in the Hoosier Healthwise MCE Policies and Procedures Manual and as required by 42 CFR 438.604(a)(6), 42 CFR 438.606, 42 CFR 455.104(b), 42 CFR 438.230, and 42 CFR 438.608(c). The Contractor shall notify FSSA of any person or corporation with five percent (5%) or more of ownership or controlling interest in the Contractor and shall submit financial statements for these individuals or

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

corporations. The Contractor shall submit the date of birth and Social Security Number (SSN) of any individual with an ownership or controlling interest in the Contractor and its subcontractors. The Contractor shall submit other tax identification number of any corporation with an ownership or controlling interest in the Contractor and any subcontractor in which the Contractor has a five percent (5%) or more controlling interest. The Contractor shall submit the name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

Annual audits shall include an actuarial opinion of the Contractor's incurred but not received claims (IBNR) specific to the Hoosier Healthwise program.

Authorized representatives or agents of the State and the federal government shall have access to the Contractor's accounting records and the accounting records of its subcontractors upon reasonable notice and at reasonable times during the performance and/or retention period of the Contract for purposes of review, analysis, inspection, audit and/or reproduction. In addition, the Contractor shall file with the State Insurance Commissioner the financial and other information required by the IDOI.

Copies of any accounting records pertaining to the Contract shall be made available by the Contractor within ten (10) calendar days of receiving a written request from the State for specified records. If such original documentation is not made available as requested, the Contractor shall provide transportation, lodging and subsistence at no cost, for all state and/or federal representatives to carry out their audit functions at the principal offices of the Contractor or other locations of such records. FSSA, IDOI, OMPP and other state and federal agencies and their respective authorized representatives or agents shall have access to all accounting and financial records of any individual, partnership, firm or corporation insofar as they relate to transactions with any department, board, commission, institution or other state or federal agency connected with the Contract.

The Contractor shall maintain financial records pertaining to the Contract, including all claims records, for three (3) years following the end of the federal fiscal year during which the Contract is terminated, or when all state and federal audits of the Contract have been completed, whichever is later, in accordance with 45 CFR 75.361, which sets retention and access requirements for records. Financial records should address matters of ownership, organization and operation of the Contractor's financial, medical and other record keeping systems. However, accounting records pertaining to the Contract shall be retained until final resolution of all pending audit questions and for one (1) year following the termination of any litigation relating to the Contract if the litigation has not terminated within the three (3) year period.

In addition, FSSA requires Contractors to produce the following financial information, upon request:

- Tangible Net Equity (TNE) or Risk Based Capital at balance sheet date
- Cash and Cash Equivalents

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Claims payment, IBNR, reimbursement, fee for service claims, provider contracts by line of business
- Appropriate insurance coverage for medical malpractice, general liability, property, workers' compensation and fidelity bond, in conformance with state and federal regulations
- Revenue Sufficiency by line of business/group
- Renewal Rates or Proposed Rates by line of business
- Corrective Action Plan Documentation and Implementation
- Financial, Cash Flow and Medical Expense Projections by line of business
- Underwriting Plan and Policy by line of business
- Premium Receivable Analysis by line of business
- Affiliate and Inter-company Receivables
- Current Liability Payables by line of business
- Medical Liabilities by line of business
- Copies of any correspondence to and from the IDOI

2.5.5 Reporting Transactions with Parties of Interest

Any Contractor that is not a federally qualified HMO (as defined in Section 1310 of the Public Health Service Act) shall disclose to FSSA and, upon request, to certain federal agencies as described in the regulation, information on certain types of transactions they have with a "party in interest," as defined in the Public Health Service Act. (See §1903(m)(2)(A)(viii) and 1903(m)(4) of the Social Security Act.) For purposes of this Scope of Work, the following reporting requirements will apply to all Contractors in the same manner that they apply to federally qualified HMOs under the Public Health Service Act.

Definition of a Party in Interest--As defined in §1318(b) of the Public Health Service Act, a party in interest is:

- Any director, officer, partner or employee responsible for management or administration of an HMO; any person who is directly or indirectly the beneficial owner of more than five percent (5%) of the equity of the HMO; any person who is the beneficial owner of a mortgage, deed of trust, note or other interest secured by, and valuing more than five percent (5%) of the HMO; and, in the case of an HMO organized as a nonprofit corporation, an incorporator or member of such corporation under applicable state corporation law;
- Any entity in which a person described in the paragraph above is director or officer; is a partner; has directly or indirectly a beneficial interest of more than five percent (5%) of the equity of the HMO; or has a

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

mortgage, deed of trust, note or other interest valuing more than five percent (5%) of the assets of the HMO;

- Any person directly or indirectly controlling, controlled by or under common control with an HMO; and
- Any spouse, child or parent of an individual described above.

Types of Transactions Which Shall Be Disclosed – Business transactions which shall be disclosed includes:

- Any sale, exchange or lease of any property between the HMO and a party in interest;
- Any lending of money or other extension of credit between the HMO and a party in interest; and
- Any furnishing for consideration of goods, services (including management services) or facilities between the HMO and the party in interest. This does not include salaries paid to employees for services provided in the normal course of their employment.

The information which must be disclosed in the transactions between the Contractor and a party in interest listed above includes:

- The name of the party in interest for each transaction;
- A description of each transaction and the quantity or units involved;
- The accrued dollar value of each transaction during the fiscal year; and
- Justification of the reasonableness of each transaction.

In addition to the above information on business transactions, the Contractor may be required to submit a consolidated financial statement for the Contractor and the party in interest.

Per section 1903(m)(4)(B) of the Social Security Act, any reports of transactions between the Contractor and parties in interest that are provided to the State or other agencies shall be made available to the Contractor's members upon reasonable request.

If the Contract is an initial contract with FSSA, but the Contractor has operated previously in commercial or Medicare markets, information on business transactions for the entire year preceding the initial contract period shall be disclosed. If the Contract is being renewed or extended, the Contractor shall disclose information on business transactions which occurred during the prior contract period. The business transactions which shall be reported are not limited to transactions related to serving the Medicaid enrollment, that is, all of the Contractor's business transactions shall be reported.

2.5.6 Medical Loss Ratio (MLR)

The MLR shall be calculated as follows:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

Each reporting year, consistent with MLR standards as required in 42 CFR 438.8, the Contractor shall calculate, attest to the accuracy, and submit to FSSA its Medical Loss Ratio (MLR). The MLR submission must fully comply with 42 CFR 438.8(d)-(n) which specifies that the MLR calculation is the ratio of the numerator (as defined in accordance with 42 CFR 438.8(e)) to the denominator (as defined in accordance with 42 CFR 438.8(f)). In accordance with 42 CFR 438.604(a)(3), 42 CFR 438.606, and 42 CFR 438.8, the Contractor is required to submit data on the basis of which the State determines the compliance with MLR requirements. In addition, the State provides the following clarifications:

- The MLR calculation shall be performed separately for each MLR reporting year per 42 CFR 438.8(a).
- The MLR calculation shall be performed separately for each program. The MLR for the Hoosier Healthwise program shall be calculated separately from other managed care programs.
- For purposes of MLR reporting, the Contractor should aggregate data for all Medicaid eligibility groups covered under the Contract with the State.
- Timing:
    - For each MLR reporting year, the Contractor must submit the MLR report within twelve (12) months of the end of the reporting year, reflecting nine months of claims run-out. IBNR should not be included in the MLR calculation as the State will apply appropriate completion factors to the reported claims.
    - The Contractor must require any third party vendor providing claims adjudication services to provide all underlying data associated with MLR reporting to the Contractor within one hundred and eighty (180) days of the end of the MLR reporting year or within thirty (30) days of being requested by the Contractor, whichever comes sooner.
- The MLR report submitted by the Contractor for each reporting year must include the following elements, as defined in 42 CFR 438.8:
    - Number of member months in the reporting year
    - Premium revenue
    - Taxes
    - Licensing fees
    - Regulatory fees
    - Incurred claims
    - Expenditures for Quality Improvement activities
    - Expenditures for Fraud prevention activities as defined in 42 CFR 438.8(e)(4)
    - Non-claims costs

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Any credibility adjustment applied
- Remittance owed to the State, if any
- A comparison of the information reported on the MLR with the audited financial report
- A description of the aggregation method used to calculate total incurred claims
- A description of the methodology used to allocate expenses
- An attestation as to the accuracy of the calculation, in accordance with MLR standards.

- Incurred Claims:
  - Incurred claims submitted for each reporting year should include total incurred claims for the reporting year, and should not include claims incurred in prior years, regardless of when they were paid.
  - Incurred claims reported in the MLR should relate only to members who were enrolled with the Contractor on the dates of service, based on data and information available on the reporting date. (Claims for members who were retroactively disenrolled should be recouped from providers and excluded from MLR reporting).
  - Under sub-capitated or sub-contracted arrangements, the Contractor may only include amounts actually paid to providers for covered services and supplies as incurred claims. The non-benefit portion of sub-capitated and sub-contracted payments should be excluded from incurred claims. The Contractor should ensure all subcontracts provide for sufficient transparency to allow for this required reporting.
- Expenditures may not be duplicated across expense categories or contracts:
  - Each expenditure must be reported under only one (1) expense category, unless a portion of the expense fits under the definition of, or criteria for, one (1) type of expense and the remainder fits into a different type of expense, in which case the expense must be pro-rated between types of expenses.
  - Expenditures that benefit multiple contracts or populations must be reported on a pro rata basis.
  - Shared expenses, including expenses under the terms of a management contract, must be apportioned pro rata to the contract incurring the expense.
  - Expenses that relate solely to the operation of a reporting entity, such as personnel costs associated with the adjusting and paying of claims, must be borne solely by the reporting entity and are not to be apportioned to other entities.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Expense allocation must be based on a generally accepted accounting method that is expected to yield the most accurate results.

- Credibility adjustment:

  - Contractors may not add a credibility adjustment to the calculated MLR if the reporting year experience under the Contract is fully credible.

  - Contractors may add a credibility adjustment to the calculated MLR if the MLR reporting year experience under the Contract is partially credible.

  - The credibility adjustment should be calculated using credibility factors published by CMS, as specified in 42 CR 438.8(h)(4).

  - The credibility adjustment should be added to the reported MLR calculation before calculating the remittance, if any.

  - If the Contractor's experience under the contract is non-credible, it is presumed to meet or exceed the MLR calculation standards.

The Contractor shall maintain, at minimum, a MLR of eighty-five percent (85%) for the Hoosier Healthwise line of business per 42 CFR 438.8(c).

The Contractor is required to submit MLR reporting as described in the MCE Reporting Manual and the MCE Policies and Procedures Manual for Hoosier Healthwise.

In any instance where the State makes a retroactive change to the capitation payments for the MLR reporting year where the MLR report has already been submitted, the Contractor must re-calculate the MLR for all reporting years affected by the change and submit a new MLR report meeting the applicable requirements per 42 CFR 438.8(m) and 42 CFR 438.8(k).

FSSA shall recoup excess capitation paid to the Contractor in the event that the Contractor's MLR is less than eighty-five percent (85%) for the Hoosier Healthwise line of business.

2.5.7 Reserved

2.6 Subcontracts

The term "subcontract(s)" includes contractual agreements between the Contractor and health care providers or other ancillary medical providers.

Per 42 CFR 438.2, a provider is defined as any individual, organization, or institution (e.g., hospital, skilled nursing facility, home health agency, outpatient physical therapy, comprehensive outpatient rehabilitation facility, end-stage renal disease facility, hospice, physician, non-physician provider, laboratory, supplier, ambulatory surgical centers, outpatient clinics etc.) that provides medical services to beneficiaries covered under this Contract.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Additionally, the term "subcontract(s)" includes contracts between the Contractor and another prepaid health plan, physician-hospital organization, any entity that performs delegated activities related to the Contract and any administrative entities not involved in the actual delivery of medical care.

The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State, notwithstanding any relationship(s) with any subcontractor per 42 CFR 438.230(b)(1) and 42 CFR 438.3(k).

FSSA must review and approve all subcontractors and any change in subcontractors or material change as outlined in Section 2.9 to subcontracting arrangements. FSSA may waive its right to review subcontracts and material changes to subcontracts. Such waiver shall not constitute a waiver of any subcontract requirement. Subcontracts with entities that are located outside of or will perform work outside of the United States and Territories of the United States are prohibited. The State encourages the Contractor to subcontract with entities that are located in the State of Indiana.

According to IC 12-15-30-5, subcontracts, including provider agreements, cannot extend beyond the term of the Contract between the Contractor and the State but may automatically renew consistent if the Contract is re-awarded by subsequent procurement. A reference to this provision and its requirements shall be included in all provider agreements and subcontracts.

The Contractor is responsible for monitoring and the performance of any obligations that may result from the Contract. Subcontractor agreements do not terminate the legal responsibility of the Contractor to the State to ensure that all activities under the Contract are carried out. The Contractor shall oversee subcontractor activities and submit an annual report on its subcontractors' compliance, corrective actions, and outcomes of the Contractor's monitoring activities. The Contractor shall provide to FSSA the findings of all subcontractor performance monitoring and reviews upon request and shall notify FSSA any time a subcontractor is placed on corrective action within five (5) business days of the subcontractor's receipt of the corrective action notification. The Contractor shall be held accountable for any functions and responsibilities that it delegates.

The Contractor shall provide that all subcontracts with other prepaid health plans, physician hospital-organizations, any other entity that performs delegated activities related to the Contract and any administrative entities not involved in the actual delivery of medical care, indemnify and hold harmless the State of Indiana, its officers and employees from all claims and suits, including court costs, attorney's fees and other expenses, brought because of injuries or damage received or sustained by any person, persons or property that is caused by an act or omission of the Contractor and/or the subcontractors. This indemnification requirement does not extend to the contractual obligations and agreements between the Contractor and health care providers or other ancillary medical providers that have contracted with the Contractor.

The subcontracts shall further provide that the State shall not provide such indemnification to the subcontractor.

Contractors that subcontract with prepaid health plans, physician-hospital organizations or another entity that accepts financial risk for services the Contractor does not directly provide shall monitor the financial stability of subcontractor(s) whose payments are equal to or greater than five percent (5%) of premium/revenue. The Contractor shall obtain the following information from the subcontractor at least quarterly and use it to monitor the subcontractor's performance:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- A statement of revenues and expenses
- A balance sheet
- Cash flows and changes in equity/fund balance
- IBNR estimates

At least annually, the Contractor must obtain the following additional information from the subcontractor and use this information to monitor the subcontractor's performance: audited financial statements including statement of revenues and expenses, balance sheet, cash flows and changes in equity/fund balance and an actuarial opinion of the IBNR estimates. The Contractor shall make these documents available to FSSA upon request and FSSA reserves the right to review these documents during Contractor site visits.

The Contractor shall comply with 42 CFR 438.230, 42 CFR 434.6, and the following subcontracting requirements:

- The Contractor shall obtain the explicit approval of FSSA before subcontracting any portion of the Contract's requirements. Subcontractors may include, but are not limited to a transportation broker, behavioral health organizations (BHOs) and Physician Hospital Organizations (PHOs). The Contractor shall give FSSA a written request and submit a draft contract or model provider agreement at least sixty (60) calendar days prior to the use of a subcontractor. If the Contractor makes subsequent changes to the duties included in the subcontractor contract, it shall notify FSSA sixty (60) calendar days prior to the revised contract effective date and submit the amendment for review and approval. FSSA has sixty (60) days to complete a review and provide an approval or denial on the use of the subcontractor to the Contractor. FSSA must approve changes in vendors for any previously approved subcontracts.

- The Contractor shall obtain the explicit approval of FSSA for all direct vendors and subcontractors performing services outlined in this Contract. FSSA must approve all revisions to the subcontracts as well. Only direct subcontractors and vendors require approval by the State (i.e. subcontractors of subcontractors do not require separate State approval).

- The Contractor shall obtain approval from the State for all provider contract templates prior to use. This includes contract templates used by subcontractors.

- The Contractor shall obtain approval from the State for any subcontractor(s) included in a proposed enhanced benefit.

- The Contractor shall not subcontract with the External Quality Review (EQR) or Enrollment Broker contractors.

- The Contractor must seek approval from the State for utilizing vendors for member outreach or to provide direct medical or behavioral care to members. The Contractor is required to provide a report sixty (60) days after the end of each calendar year listing all such agreements. The report should include method of identifying members for the vendor, services provided, number of members for which each contracted vendor provided services, and standard demographics for the members who received the services.
- The Contractor may not advertise or announce the new subcontractor relationship prior to FSSA's approval of the subcontract. For subcontractors which result in a material change triggering member or provider notice, the sixty

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

(60) day FSSA review period for the subcontract, thirty (30) day period for document review, and thirty (30) or forty-five (45) day notice requirement may not run concurrently.

- The Contractor shall evaluate prospective subcontractors' abilities to perform delegated activities prior to contracting with the subcontractor to perform services associated with the Hoosier Healthwise program.

- The Contractor shall have a written agreement in place that specifies the subcontractor's responsibilities and provides an option for revoking delegation or imposing other sanctions if performance is inadequate per 42 CFR 438.230(c)(1)(iii). The written agreement shall be in compliance with all the State of Indiana statutes, and will be subject to the provisions thereof. The subcontract cannot extend beyond the term of the State's Contract with the Contractor.

- The Contractor shall collect performance and financial data from its subcontractors and monitor delegated performance on an ongoing basis and conduct formal, periodic and random reviews, as directed by FSSA. The Contractor shall incorporate all subcontractors' data into the Contractor's performance and financial data for a comprehensive evaluation of the Contractor's performance compliance and identify areas for its subcontractors' improvement when appropriate. The Contractor shall take corrective action if deficiencies are identified during the review.

- All subcontractors shall fulfill all state and federal requirements including Medicaid laws, regulations, applicable sub-regulatory guidance, and contract provisions appropriate to the services or activities delegated under the subcontract. In addition, all subcontractors shall fulfill the requirements of the Contract (and any relevant amendments) that are appropriate to any service or activity delegated under the subcontract.

- The Contractor shall submit a plan to the State on how the subcontractor will be monitored for debarred employees.

- For the purposes of an audit, evaluation, or inspection by the State, CMS, the Department of Health and Human Services (DHHS) Inspector General, the Comptroller General or their designees, the subcontractor shall make available for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, its premises, physical facilities, equipment, books, records contracts, computer, or other electronic systems relating to its Medicaid enrollees per 42 CFR 438.230(c)(3)(iii) and 42 CFR 438.3(k). This contract term shall specify that if the State, CMS, or the DHHS Inspector General determine that there is a reasonable possibility of fraud or similar risk, the above State and federal agencies may inspect, evaluate, and audit the subcontractor at any time.

- The Contractor shall comply with all subcontract requirements specified in 42 CFR 438.230, which contains federal subcontracting requirements. All subcontracts, provider contracts, agreements or other arrangements by which the Contractor intends to deliver services required under the Contract, whether or not characterized as a subcontract under the Contract, are subject to review and approval by FSSA and must be sufficient to assure the fulfillment of the requirements of 42 CFR 434.6, which addresses general requirements for all Medicaid contracts and subcontracts. FSSA may waive its right to review subcontracts, provider contracts, agreements or other arrangements. Such

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

waiver shall not constitute a waiver of any subcontract requirement.

The subcontract shall specify the activities and obligations, and related reporting responsibilities per 42 CFR 438.230(c)(1)(i)-(ii) and 42 CFR 438.3(k). The Contractor must have policies and procedures addressing auditing and monitoring subcontractors' data, data submissions and performance. The Contractor must integrate subcontractors' financial and performance data (as appropriate) into the Contractor's information system to accurately and completely report Contractor performance and confirm contract compliance.

FSSA reserves the right to audit the Contractor's subcontractors' self-reported data and change reporting requirements at any time with reasonable notice. FSSA may require corrective actions and will assess liquidated damages, as specified in Exhibit 2.D, for non-compliance with reporting requirements and performance standards.

The Contractor is prohibited from subcontracting with providers who have been excluded from the federal government or by the Indiana Health Coverage Program (IHCP) for fraud or abuse. The Contractor shall be responsible for checking the lists of providers currently excluded by the State and the federal government every thirty (30) calendar days. The federal list is available at: http://exclusions.oig.hhs.gov. All network providers must be IHCP enrolled providers. The Contractor shall ensure when the IHCP disenrolls a provider, the Contractor also terminates the provider agreement for the Hoosier Healthwise program.

If the Contractor uses subcontractors to provide direct services to members, such as care coordination and/or behavioral health services, the subcontractors shall meet the same requirements as the Contractor, and the Contractor shall demonstrate its oversight and monitoring of the subcontractor's compliance with these requirements. The Contractor shall require subcontractors providing direct services to have quality improvement goals and performance improvement activities specific to the types of services provided by the subcontractors.

While the Contractor may choose to subcontract claims processing functions, or portions of those functions, with a state-approved subcontractor, the Contractor shall demonstrate that the use of such subcontractors is invisible to providers, including out-of-network and self-referral providers, and will not result in confusion to the provider community about where to submit claims for payments. For example, the Contractor may elect to establish one post office box address for submission of all out-of-network provider claims. If different subcontracting organizations are responsible for processing those claims, it is the Contractor's responsibility to ensure that the subcontracting organizations forward claims to the appropriate processing entity. Use of a method such as this will not lengthen the timeliness standards discussed in Section 8.5. In this example, the definition of "date of receipt" is the date of the claim's receipt at the post office box.

2.7 Confidentiality of Member Medical Records and Other Information

The Contractor shall ensure that member medical records, as well as any other health and enrollment information that contains individually identifiable health information, is used and disclosed in accordance with the privacy requirements set forth in the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule (see 45 CFR parts 160 and 164, subparts A and E, which address security and privacy of individually identifiable health information, 42 CFR 438.208(b)(6), and 42 CFR 438.224). The Contractor shall also comply with all other applicable state and federal privacy and confidentiality requirements.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

2.8 Internet Quorum (IQ) Inquiries

The Contractor shall respond to IQ inquiries within the timeframe set forth by FSSA. When forwarding an IQ inquiry to the Contractor for a response, FSSA shall designate that the inquiry is an IQ inquiry and will identify when the Contractor's response is due. IQ inquiries typically include member, provider and other constituent concerns and require a prompt response. Failure by the Contractor to provide a timely and satisfactory response to IQ inquiries will subject Contractor to the liquidated damages set forth in Exhibit 2.D.

2.9 Material Change to Operations

A material change to operations is any change in overall business operations, such as policy, process or protocol which affects, or can reasonably be expected to affect the Contractor's membership or provider network.

Prior to implementing a material change in operation, the Contractor shall submit a request to FSSA for review and approval at least thirty (30) calendar days in advance of the effective date of the change. The request must contain, at minimum, information regarding the nature of the change, the rationale for the change, and the proposed effective date. All material changes must be communicated to members or providers at least thirty (30) days prior to the effective date of the change.

2.10 Future Program Guidance

The State shall make its best efforts to publish a Hoosier Healthwise MCE Policies and Procedures Manual on or before the Contract award date and no later than the Contract start date. In addition to complying with the Hoosier Healthwise MCE Policies and Procedures Manual, the Contractor shall operate in compliance with all future program manuals, guidance and policies and procedures, as well as any amendments thereto. Future modifications that have a significant impact on the Contractor's responsibilities, as set forth in this Scope of Work, will be made through the Contract amendment process.

2.11 Conflict of Interest

The Contractor shall ensure compliance with applicable laws and conflict of interest safeguards in accordance with 42 CFR 438.3(f).

2.12 Capitation Related to a Vacated Program

Should any part of the scope of work under this contract relate to a State program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must not implement that part after the effective date of the loss of program authority. The State must adjust capitation rates to remove costs that are specific to any program or activity that is no longer authorized by law. If the Contractor received capitation payments that included costs specific to a program or activity no longer authorized by law prior to the effective date of the loss of authority for work that would be performed after that effective date, the State must adjust those capitation payments to ensure that previous reimbursement of costs specific to the program or activity no longer authorized is returned to the State and that costs specific to the program or activity no longer authorized are no longer paid by the State after the effective date of the loss of program authority. Capitation payments received prior to the effective date of loss of program authority that included costs for work specific to the program or activity that is no longer authorized, but that was performed prior to that effective date, may be retained by the Contractor and need not be returned to the State.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

2.13 Maintenance of Records

The Contractor shall adhere to the FSSA Records Retention and Disposition Schedule included in the Bidders' Library, including any and all updates to the FSSA Records Retention and Disposition Schedule.

The Contractor and the Contractor's subcontractors shall retain, as applicable, enrollee grievance and appeal records in 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, 42 CFR 438.606, 42 CFR 438.608, and 42 CFR 438.610 for a period of no less than ten (10) years per 42 CFR 438.3(u).

2.14 Maintenance of Written Policies and Procedures

The Contractor shall develop and maintain written policies and procedures for each functional area in compliance with the Code of Federal Regulations, Indiana Code, Indiana Administrative Code, the Indiana State Plan, FSSA Policy and Procedure Manuals and the Contract. Written guidelines shall be maintained for developing, reviewing and approving all policies and procedures. The Contractor shall review all policies and procedures at least annually to ensure they reflect current practice and shall be updated as necessary. Reviewed policies shall be signed and dated. All medical and quality management policies shall be reviewed and approved by the Contractor's Medical Director. FSSA has the right to review all Contractor policies and procedures. Should the FSSA determine a Contractor policy requires revision, the Contractor shall work with the FSSA to revise within the timeframes specified by the State. If the FSSA determines the Contractor lacks a policy or process required to fulfill the terms of the Contract, the Contractor must adopt a policy or procedure as directed by FSSA.

2.15 Participation in Readiness Review

The Contractor shall undergo and must pass a two (2)-phase readiness review process and be ready to assume responsibility for contracted services upon the Contract effective date as described in further detail in the Readiness Review requirements and documentation. The Contractor shall maintain a detailed implementation plan, to be approved by FSSA, which identifies the elements for implementing the proposed services which include, but are not limited to, the Contractor's tasks, staff responsibilities, timelines and processes that will be used to ensure contracted services begin upon the Contract effective date. In addition to submitting the implementation plan with the proposal, the Contractor may be required to submit a revised implementation plan for review as part of the Readiness Review.

2.16 Dissemination of Information

Upon request of the State, the Contractor shall distribute information prepared by FSSA, its designee, or the Federal Government to its members.

2.17 FSSA Ongoing Monitoring

The FSSA shall conduct ongoing monitoring of the Contractor to ensure compliance with Contract requirements and performance standards. The method and frequency of monitoring is at the discretion of the FSSA and may include, but is not limited to, both scheduled and unannounced onsite visits, review of policies and procedures and performance reporting. Reporting requirements are detailed further in Section 9.0 and the Reporting Manual to be developed by the State.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The reviews will identify and make recommendations for areas of improvement, monitor the Contractor's progress towards implementing mandated programs or operational enhancements, and provide the Contractor with technical assistance when necessary. In preparation for planned onsite reviews, the Contractor shall cooperate with FSSA by forwarding in advance policies, procedures, job descriptions, contracts, records, logs and other material upon request. Documents not requested in advance shall be made available during the course of the review. Contractor personnel shall be available at all times during review activities.

3. Covered Benefits and Services

The Contractor shall provide to its Hoosier Healthwise members, at a minimum, all benefits and services deemed "medically reasonable and necessary" and covered by the IHCP, and included in the Indiana Administrative Code and under the Contract with the State. Medically necessary means services or supplies that: are proper and needed for the diagnosis or treatment of the member's medical condition, are provided for the diagnosis, direct care, and treatment of the member's medical condition, meet the standards of good medical practice in the local area, and aren't mainly for the convenience of the member or the member's doctor (see also: 42 CFR § 438.210(a)(5)).

Per 45 CFR § 156.115(a)(5), habilitative services and devices include health care services and devices that help a person keep, learn, or improve skills and functioning for daily living. Examples may include therapy for a child who is not walking or talking at the expected age. These services may also include physical and occupational therapy, speech-language pathology, and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

Rehabilitative services and devices include health care services and devices to help a member recover from an illness or injury. These services may be given by nurses and physical, occupational, and speech therapists. Examples may include working with a physical therapist to help a member walk and with an occupational therapist to help a member get dressed.

In accordance with 42 CFR 438.210(a)(2)-(3), the Contractor shall deliver covered services sufficient in amount, duration or scope to reasonably expect that provision of such services would achieve the purpose of the furnished services. Per 42 CFR 438.210(a)(2), the Contractor must furnish covered services in an amount, duration and scope that is no less than the amount, duration and scope for the same services provided under Fee For Service (FFS) Medicaid. Costs for these services are the basis of the Contractor's capitation rate and are, therefore, the responsibility of the Contractor. Coverage may not be arbitrarily denied or reduced and is subject to certain limitations in accordance with 42 CFR 438.210(a)(4), which specifies when Contractors may place appropriate limits on services:

- On the basis of criteria applied under the State plan, such as medical necessity; or

- For the purpose of utilization control, provided the services furnished are sufficient in amount, duration or scope to reasonably be expected to achieve the purpose for which the services are furnished; the services supporting individuals with ongoing or chronic conditions or who require long-term services and supports are authorized in a manner that reflects the enrollee's ongoing need for such services and supports; and family planning services are provided in a manner that protects and enables the enrollee's freedom to choose the method of family planning to be used consistent with 42 CFR 441.20.

Per 42 CFR § 400.203, State Plan refers to the comprehensive written commitment by a Medicaid agency, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of a Medicaid program in accordance with Federal requirements.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Where the State has established a minimum fee schedule, the Contractor shall reimburse providers for covered services at a rate not less than the minimum fees schedule. This is a State-directed minimum fee schedule payment, as described in 42 CFR 438.6(c)(1)(iii)(A).

3.1 Covered Benefits and Services

Hoosier Healthwise covered services include Medicaid (Package A) and CHIP (Package C) covered services. The Indiana Administrative Code at 405 IAC 13-2-1 sets forth the CHIP Package C covered services and the Indiana Administrative Code 405 IAC 5 details the Medicaid covered services.

In accordance with 42 CFR 438.210(a)(2)-(3), the Contractor must furnish covered services in an amount, duration or scope reasonably expected to achieve the purpose for which the services are furnished and is no less than the amount, duration and scope for the same services provided under Fee for Service Medicaid. The Contractor may not arbitrarily deny or reduce the amount, duration or scope of a required service solely because of diagnosis, type of illness, or condition of the beneficiary per 42 CFR 438.210(a)(3)(ii). In instances where the Contractor pays for a service provided to a Hoosier Healthwise member, the Contractor shall exclude the amount of the required copayment from the rates paid to the provider. Per 42 CFR 438.210(a)(4)(i) and CFR 438.210(a)(4)(ii)(A), the Contractor may place appropriate limits on a service on the basis of criteria applied under the State Plan and medical necessity criteria for the purpose of utilization control, provided the services can reasonably be expected to achieve their purpose. Further information on allowable and required utilization control measures is outlined in Section 6.3.

The Hoosier Healthwise program includes all Indiana Health Coverage Programs covered services as detailed in 405 IAC 5. Contract Exhibit 3.B Program Description and Covered Benefits provides a general description of the covered benefits. The Contractor must cover, at minimum, all benefits and services deemed medically necessary and reasonable and covered under the Hoosier Healthwise program in accordance with the terms of the Contract. A covered service is medically necessary if, in a manner consistent with accepted standards of medical practice, it is reasonably expected to:

1. Not be more restrictive than the State Fee for Service Medicaid program, including Quantitative and Non-Quantitative Treatment Limits, as indicated in State statutes and regulations, the Contractor's and other State policies and procedures per 42 CFR 438.210(a)(5)(i).
2. Address the prevention, diagnosis, and treatment of an enrollee's disease, onset of an illness, injury, condition, primary disability or secondary disability, and/or disorder that results in health impairments and/or disability per 42 CFR 438.210(a)(5)(ii)(A).
3. Cure, correct, reduce or ameliorate the physical, mental, cognitive or developmental effects of an illness, injury or disability.
4. Reduce or ameliorate the pain or suffering caused by an illness, injury, condition or disability.
5. Cover services related to the ability for an enrollee to achieve age-appropriate growth and development per 42 CFR 438.210(a)(5)(ii)(B).
6. Cover services related to the ability for an enrollee to attain, maintain, or regain functional capacity per 42 CFR 438.210(a)(5)(ii)(C).

The Contractor shall comply with sections 1903(i)(16), 1903(i)(17), and 1903(i)(18) of the Social Security Act and is prohibited from paying for items or services (other than an

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Emergency item or service, not including items or services furnished in an Emergency room or a hospital):

1. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997.
2. With respect to any amount expended for roads, bridges, stadiums, or any other item or service not covered under the Medicaid State plan.
3. With respect to any amount expended for home health care services provided by an agency or organization unless the agency or organization provides the State on a continuing basis a surety bond as specified under paragraph (7) of section 1861(o) of the Social Security Act.

The Contractor may cover services necessary for compliance with requirements for parity in mental health and substance use disorder benefits in 42 CFR Part 438, subpart K, identified with the analysis of parity compliance conducted by the state or the Contractor per 42 CFR 438.3(e)(1)(ii).

The Contractor shall not pay for organ transplants unless the Contractor follows the written standards included in the State Plan that provide for similarly situated individuals to be treated alike and for any restriction on facilities or practitioners to be consistent with the accessibility of high quality care to members. For additional information, please see the following:

- https://provider.indianamedicaid.com/ihcp/StatePlan/Attachments_and_Supplements/Section_3/3.1e.pdf
- https://provider.indianamedicaid.com/ihcp/StatePlan/Section_3/3.1.f.g.h.pdf

3.2 Self-referral Services

In accordance with state and federal requirements, the Hoosier Healthwise program includes some benefits and services that are available to members on a self-referral basis. These self-referral services shall not require a referral from the member's PMP or authorization from the Contractor.

The Contractor shall include self-referral providers in its contracted network. Note that network is defined as a list of the doctors, other health care providers, and hospitals that the Contractor contracts with to provide medical care to its members. These providers are called "network providers" or "in-network providers." A provider that isn't contracted with the Contractor is called an "out-of-network provider." The Contractor and its PMPs may direct members to seek the services of the self-referral providers contracted in the Contractor's network. The Contractor cannot require that the members receive such services from network providers.

Hoosier Healthwise members may self-refer to any IHCP provider qualified to provide the service(s). When Hoosier Healthwise members choose to receive self-referral services from IHCP-enrolled self-referral providers who do not have contractual relationships with the Contractor, the Contractor is responsible for payment to these providers up to the applicable benefit limits and at an amount not less than one hundred percent (100%) of Indiana Medicaid FFS rates.

Members may not self-refer to a provider who is not enrolled in IHCP.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

The following services are considered self-referral services. The Indiana Administrative Code 405 IAC 5 provides further detail regarding these benefits.

- Chiropractic services may be provided by a licensed chiropractor, enrolled as an Indiana Medicaid provider, when rendered within the scope of the practice of chiropractic as defined in IC 25-10-1-1 and 846 IAC 1-2-1 who has entered into a provider agreement under IC 12-15-11.

- Eye care services, except surgical services may be provided by any provider licensed under IC 25-22.5 (doctor of medicine or doctor of osteopathy) or IC 25-24 (optometrist) who has entered into a provider agreement under IC 12-15-11.

- Routine Dental services may be provided by any in-network licensed dental provider who has entered into a provider agreement under IC 12-15-11.

- Podiatric services may be provided by any provider licensed under IC 25-22.5 (doctor of medicine or doctor of osteopathy) or IC 25-29 (doctor of podiatric medicine) who has entered into a provider agreement under IC 12-15-11.

- Psychiatric services may be provided by any provider licensed under IC 25-22.5 (doctor of medicine or doctor of osteopathy) who has entered into a provider agreement under IC 12-15-11.

- Family planning services under federal regulation 42 CFR 431.51(b)(2) and section 1902(a)(23) of the Social Security Act requires a freedom of choice of providers and access to family planning services and supplies. Family planning services are those services provided to individuals of childbearing age to temporarily or permanently prevent or delay pregnancy. Contractors may place appropriate limits on the service for utilization control, provided family planning services are provided in a manner that protects and enables the member's freedom to choose the method of family planning to be used per 42 CFR 438.210(a)(4)(ii)(C). Family planning services also include sexually transmitted disease testing. Members may self-refer to any IHCP provider qualified to provide the family planning service(s), including providers that are not in the Contractor's network. Members may not be restricted in choice of a family planning service provider, so long as the provider is an IHCP provider. The IHCP Provider Manual provides a complete and current list of family planning services.

  Abortions and abortifacients are not covered family planning services except as allowable under the federal Hyde Amendment. Abortions are only covered if the pregnancy is the result of an act of rape or incest or a case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, which would as certified by a physician, place the woman in danger of death unless an abortion is performed and in compliance with 42 CFR 441.202.

- Emergency services are covered without the need for prior authorization or the existence of a contract with the emergency care provider. Emergency services shall be available twenty-four (24)-hours-a-day, seven (7)-days-a-week subject to the "prudent layperson" standard of an emergency medical condition, as defined in 42 CFR 438.114(b), 42 CFR 438.114(c) and section 1852(d)(2) of the Act, which relates to emergency and post-stabilization services, and IC 12-15-12. See Section 3.6 for more information.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Urgent care services are covered for members on a self-referral basis. See Section 5.2.13 for specific urgent care network requirements.

- Immunizations are self-referral to any IHCP-enrolled provider. Immunizations are covered regardless of where they are received.

- Diabetes self-management services are self-referral if rendered by a self-referral provider. See Section 3.10 for more.

- Behavioral health services are self-referral if rendered by an in-network provider. Members may self-refer, within the Contractor's network, for behavioral health services not provided by a psychiatrist, including mental health, substance abuse and chemical dependency services rendered by mental health specialty providers.

3.3 Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Services

EPSDT is a federally-mandated preventive health care program designed to improve the overall health of Medicaid-eligible infants, children and adolescents from birth to twenty-one (21) years old. EPSDT includes all IHCP-covered preventive, diagnostic and treatment services, as well as other prior-authorized treatment services that the screening provider determines to be medically necessary.[2] In addition, EPSDT services include the provision of medically necessary services to members less than twenty-one (21) years old in institutions of mental disease (IMDs). All requests for EPSDT services not otherwise covered under the State Plan must be reviewed for medical necessity for eligible members.

The primary goal of EPSDT is to ensure that children enrolled in IHCP receive age-appropriate comprehensive, preventive services. Early detection and treatment can reduce the risk of more costly treatment or hospitalization resulting from delayed treatment. Per 40 CFR § 159.153, hospitalization means admission for treatment to a hospital, clinic, or other health care facility. Treatment as an out-patient is not considered to be hospitalization. The Contractor must provide all covered EPSDT services in accordance with 405 IAC 5-15-3. In covering well-child visits, the Contractor shall follow the latest guidance from the American Academy of Pediatrics (AAP). See 405 IAC 5-15-8 and the IHCP EPSDT Provider Manual for details regarding components and further information.

The Contractor shall educate pregnant women and work with prenatal clinics and other providers to educate pregnant women about the importance of EPSDT screenings and encourage them to schedule preventive visits for their infants.

Screening of all children under seven (7) years of age for Lead poisoning is required by Federal law for children on Medicaid. Contractor shall monitor individual provider compliance with lead screening and work collaboratively with IDOH and OMPP in increasing provider screening rates.

Additionally, the Contractor shall ensure that members between the ages of nine (9) and fifteen (15) months receive a blood lead screening test, and again between twenty-one (21) and twenty-seven (27) months of age. The Contractor shall also ensure that children who screen positive are enrolled in case management to ensure CDC recommended follow up and environmental investigation and management as indicated. If the member is at-risk for lead exposure, the initial screening should be performed at the six (6)-month visit and repeated at the twelve (12)-month and twenty-four (24)-month visits. Children between the ages of twenty-eight (28) months and seventy-two (72) months of age must receive a blood

[2] For CHIP, coverage of treatment services is limited to the Package C benefit package coverage limitations.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

lead screening if they have not been previously tested for lead poisoning. The Contractor will ensure that children with elevated blood lead levels are identified, their provider is notified and they receive the recommended follow-up treatment.

3.4 Drug Coverage

Prescription drugs, certain over-the-counter drugs, pharmacy supplements, and other specified products are benefits under the Hoosier Healthwise program to be covered by the Contractor. Per 21 § CFR 203.3(y), prescription drug means any drug (including any biological product, except for blood and blood components intended for transfusion or biological products that are also medical devices) required by Federal law (including Federal regulation) to be dispensed only by a prescription, including finished dosage forms and bulk drug substances subject to section 503(b) of the Social Security Act.

The Contractor agrees to abide by 42 CFR 438.3(s), the Medicaid and CHIP Managed Care Final Rule (CMS-2390-F) and P.L. 115-271, "SUPPORT" Act. The Contractor shall follow the statewide unified preferred drug list (SUPDL) for the pharmacy benefit. The SUPDL will consist of the fee-for-service (FFS) PDL. Adoption of the SUPDL shall include alignment of prior authorization (PA), forms, and step edit and utilization edit criteria for drugs and drug classes that are part of the SUPDL. The Contractor will discontinue and not seek commercial discounts and commercial rebate agreements with pharmaceutical manufacturers for IHCP member pharmacy benefits.

The Contractor may only set a Maximum Allowable Cost (MAC) rate on a multiple source drug available from at least two (2) manufacturers. The MAC rate may not be applied when the brand product is preferred over available generics on the SUPDL.

The Contractor shall develop an escalation process for specified unique review processes and requests submitted by State or federal legislators, the Governor, the Secretary, news media and/or of a controversial nature.

The Contractor shall assure that all claims (including emergency claims) from a non-IHCP pharmacy will reject. In addition, all claims (except emergency claims) from a non-IHCP prescribing provider will reject.

The Contractor shall provide for ninety (90) days of continuity of care for all pre-existing drug regimens for all new members. This will allow time for the PBM to work with the prescribing provider to negotiate future drug regimens.

The Contractor shall assure proper and complete PBM agent training.

The Contractor shall always ensure that, during the term of this contract, its pharmacy benefit fully complies with applicable provisions of law including IC 12-15-35 and IC 12-15-35.5.

If the Contractor enters into a contract or agreement with a Pharmacy Benefit Manager (PBM) for the provision and administration of pharmacy services, the contract or agreement shall be developed as a pass-through pricing model as defined below:

1. All monies related to services provided for the Contractor are passed through to the Contractor, including but not limited to dispensing fees and ingredient costs paid to pharmacies, and all revenue received, including but not limited to pricing discounts paid to the PBM, rebates (including manufacturer fees and administration fees for rebating), inflationary payments, and supplemental or commercial rebates;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

2. All payment streams, including any financial benefits such as rebates, discounts, credits, clawbacks, fees, grants, reimbursements, or other payments that the PBM receives related to services provided for the Contractor are fully disclosed to the Contractor, and provided to the State upon request; and

3. The PBM is paid an administrative fee which covers the cost of providing the PBM services as described in the PBM contract or agreement as well as margin; and

4. The PBM will not include administrative costs, fees, or other expenses in the amounts paid for each claim reports to the Contractor. The reported cost per claim shall only include the ingredient cost and dispensing fee reimbursed to the provider. Administrative costs, fees, or other expenses, including those charged to the Contractor on a per claim basis, shall be reported to the Contractor separately as required by 42 CFR 438.3(s)(8).

The payment model for the PBM's administrative fee shall be made available to the State. If concerns are identified, the State reserves the right to request any changes be made to the payment model.

A contract holder may one time in a calendar year and not earlier than six months following a previously requested audit, request an audit of compliance with the Contract. If requested by the contract holder, the audit shall include all requirements outlined in IC 27-1-24.5-25. However, in instances where the contract holder or the State Medicaid Agency receives a complaint of Medicaid Fraud or abuse from any source or identifies any questionable practices, a preliminary investigation, which may include an audit, will be conducted regardless of any prior audit pursuant to 42 CFR 455.14.

3.4.1 Drug Rebates

The Contractor shall take all steps necessary to participate in, and support FSSA's participation in, federal and supplemental drug rebate programs by terminating, and not entering into, rebate agreements with its Pharmacy Benefit Managers (PBMs) or with manufacturers for any drugs.

The Contractor shall ensure compliance with the requirements under Section 1927 of the Social Security Act. In accordance with the Affordable Care Act, manufacturers that participate in the Medicaid drug rebate program are required to pay rebates for drugs dispensed to individuals enrolled with a Medicaid Managed Care Entity. To facilitate collection of these rebates, FSSA must include utilization data of Hoosier Healthwise contractors when generating quarterly drug rebate invoices to manufacturers as well as reporting quarterly utilization statistics to the Centers for Medicare and Medicaid Services (CMS). The Contractor shall provide reports to the State to support rebate collection. This reporting shall include physician-administered drugs per 42 CFR 438.3(s)(2) and section 1927(b)(1)(A) of the Social Security Act. The State intends to use and share the Contractor paid amount information on the State's pharmacy claims extracts for rebate purposes.

The Contractor shall provide this reporting to the State in the manner and timeframe prescribed by FSSA, including, but not limited to, through the submission of complete and accurate pharmacy encounter data and a rebate file to the State or its designee. Per 42 CFR 438.3(s)(2) and section 1927(b)(1)(A) of the Social Security Act, the report will include information on the total number of units of each dosage form, strength, and package size by National Drug Code (NDC) of each covered outpatient drug dispensed to Contractor members and

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

such other data that the Secretary of CMS determines necessary for the State to access rebates. This reporting shall include physician-administered drugs. For more information on reporting, please refer to Section 9, as well as the Hoosier Healthwise MCE Reporting Manual. An example of a rebate file is provided in the Bidders' Library; this file layout is provided as an example only and is subject to change. Throughout the course of the Contract, FSSA may update the file layout to support rebate collection. FSSA shall make its best effort to provide the Contractor sixty (60) days advanced notice of the change and the Contractor shall be required to comply with the change in the timeframe designated by the State. The Contractor shall comply with all file layout requirements including, but not limited to, format and naming conventions and submission of paid amounts. Failure to comply with the drug rebate reporting requirements established by FSSA will subject the Contractor to the remedies outlined in Contract Exhibit 2.D Contract Compliance and Pay for Outcomes. Requirements for pharmacy encounter claims are outlined in Section 8.6. Additionally, the Contractor shall assist FSSA or the State's PBM contractor in resolving drug rebate disputes with a manufacturer, at Contractor's expense.

As maximization of drug rebates is heavily dependent on cooperation by the Contractor with the State or the State's designated rebate vendor, the Contractor must respond to all inquiries from the State or the vendor pertaining to all drug rebate matters in a timely fashion. The Contractor must acknowledge receipt of such inquiries in writing (e.g., by e-mail) within two (2) business days of receipt, and in that acknowledgement provide a best estimate of when a final response will be provided.

3.4.2 SUPDL and Formulary Requirements

For purposes of this section, the "formulary" is defined as the SUPDL and "non-formulary" is defined as covered outpatient drugs not included in the SUPDL.

The Contractor shall maintain formulary (i.e., SUPDL) and covered non-formulary (i.e., non-SUPDL) drug lists for the Contractor's Hoosier Healthwise packages. The Contractor must use the SUPDL as its formulary and may not develop and use its own PDL for any therapeutic categories that are part of the SUPDL. The Contractor will be provided opportunities to offer feedback on the SUPDL to the State. The State shall provide the Contractor with fifteen (15) calendar days' notice of any change to the SUPDL, except those changes resulting from a drug shortage, recall or discontinuation, and the Contractor shall have an additional fifteen (15) calendar days to implement the change, including any system change. A drug that is on the SUPDL must have the same criteria and forms as the FFS PDL even if it is reimbursed as a medical claim.

The Contractor shall submit any changes to the contents of the approved non-formulary drug list and any changes to prior authorization or medical necessity criteria applied to the non-formulary drug list to OMPP at least sixty (60) days prior to the intended implementation date. OMPP may disapprove or modify the proposed changes within thirty (30) days of receipt. If no response is received from OMPP within thirty (30) days, the Contractor may implement the proposed changes.

The formulary and non-formulary covered drug lists shall support the coverage and non-coverage requirements for legend and non-legend drugs by Indiana Medicaid. More information can be found in 405 IAC 5-24-3, 405 IAC 5-24-4, 405 IAC 5-24-5, and 405 IAC 13-9.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

In accordance with CMS-2390-F and 42 CFR 438.210, the Contractor shall demonstrate prescription drug coverage consistent with the amount, duration, and scope of the fee-for-service program. Per 42 CFR § 423.100, prescription drug coverage means coverage of Part D drugs that is either standard prescription drug coverage or basic alternative coverage.

The Contractor shall follow the SUPDL prior authorization criteria for SUPDL drug classes. Per 42 CFR § 419.81, preauthorization (or prior authorization) means the process through which a request for provisional affirmation of coverage is submitted to CMS or its contractors for review before the service is provided to the beneficiary and before the claim is submitted for processing.

Per 42 CFR 438.10(i)(1)-(2), the Contractor shall make available in electronic or paper form, the covered drug list(s) of medications including the reference brand and generic names of each drug as well as what tier each drug is on.

The Contractor shall utilize a Pharmacy and Therapeutics Committee which shall meet regularly to make recommendations for changes to non-formulary covered outpatient drugs.

The Contractor shall maintain an Over-the-Counter (OTC) Drug Formulary and Contraception Formularies and a Pharmacy Supplements Formulary which contains, at a minimum, the same items included in the FFS OTC Drug Formulary and Contraception Formularies and the Pharmacy Supplements Formulary and as updated by the DUR Board. Any additions to the Contractor OTC Drug Formulary are required to only be from participating rebating labelers.

The formulary (i.e., SUPDL) and non-formulary (i.e., non-SUPDL) covered drug lists shall be made readily available to providers in the Contractor's network and to members by linking to the Pharmacy Services page on https://www.in.gov/medicaid/. The formulary and non-formulary covered drug lists shall be updated and posted on or before the intended implementation date to reflect all changes in the status of a drug or addition of new drugs. The Contractor shall also support e-Prescribing technologies to communicate the formulary SUPDL and non-formulary drug lists and covered drugs to prescribers through electronic medical records (EMRs) and e-Prescribing applications. Refer to Section 3.4.5 for additional requirements on e-Prescribing. Consistent with the requirements of Section 5.7, the Contractor shall develop provider education and outreach aimed at educating providers about the Hoosier Healthwise formulary as well as the utilization of e-Prescribing technologies to ensure appropriate prescribing for members based on the member's benefit plan. The Contractor shall assure that non-drug products approved for use in compounding are not subject to rebating manufacturer requirements.

Also, prescriptions obtained by a Hoosier Healthwise member that are not otherwise exempt, are subject to the copayment amounts set forth in Section 3.4.11. Copayments assessed to the Hoosier Healthwise member at the point of sale may not exceed the total cost of the drug.

3.4.3 DUR Board and MHQAC Reporting Requirements

In accordance with IC 12-15-35-48, the DUR Board shall review the prescription drug programs of the Contractor at least one (1) time per year. This review shall include, but is not limited to, review of the following for non-formulary (i.e., non-SUPDL) covered drug list categories:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- An analysis of the single source drugs requiring prior authorization in comparison to other contractor's prescription drug programs in the Hoosier Healthwise program.
- A determination and analysis of the number and the type of drugs subject to a restriction.
- A review of the rationale for the prior authorization of a drug and a restriction on a drug.

The DUR Board review shall include, but is not limited to, review of the following for all categories, including SUPDL drug categories:

- A review of the number of requests a Contractor received for prior authorization, including the number of times prior authorization was approved and disapproved.
- A review of patient and provider satisfaction survey reports and pharmacy-related grievance data for a twelve (12) month period.

The Contractor shall provide OMPP with the information necessary for the DUR Board to conduct this review in the timeframe and format specified by OMPP. OMPP may identify therapeutic drug classes or specific drug products for which the Contractor may be required to bring to the DUR Board for review prior to the implementation of any changes in coverage or utilization management criteria.

The Contractor shall comply with any reporting requests required for submission to the DUR Board and the Mental Health Quality Advisory Committee (MHQAC). Please refer to the MCE Reporting Manual for more information on pharmacy reporting requirements.

All mental health drugs described in IC 12-15-35.5 are considered preferred and included on the SUPDL. The Contractor shall comply with all SUPDL requirements pertaining to mental health drugs.

The Contractor shall provide the DUR Board statistics at the DUR Board's monthly meetings. These statistics may include information on drug utilization or prior authorization reports as requested by the State.

3.4.4 Dispensing and Monitoring Requirements

The Contractor shall administer pharmacy benefits in accordance with all applicable state and federal laws and regulations, and State pharmacy policy. For the SUPDL drug classes that indicate them, the Contractor's quantity limits and age edits must follow the SUPDL unless otherwise reviewed and prior approved by the State. For any drugs which require prior authorization, the Contractor shall provide a response by telephone or other telecommunication device within twenty-four (24) hours of a request for prior authorization per 42 CFR 438.210(d)(3). Additionally, the Contractor shall provide for the dispensing of at least a seventy-two (72) hour Emergency supply of a covered outpatient prescription drug, as required under 42 U.S.C 1396r- 8(d)(5)(B), without prior authorization. The Contractor shall allow for ninety (90)-day supply for maintenance drugs (does not apply to specialty drugs).

The Contractor shall implement prior authorization for the SUPDL approved for all plans by the DUR Board. For non-formulary covered drug classes, the Contractor may apply prior authorization requirements, such as general member information, a justification of need for drug related to the medical needs of the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

member and a planned course of treatment, if applicable, as related to the quantity of drug provided and duration of treatment. The Contractor will be required to have a process in place to allow drugs that are medically necessary but not included in the formulary or non-formulary covered drug lists to be accessed by members. The Contractor will be required to accept prior authorization requests via telephone, fax, web-based system, or in writing. To conform to 42 CFR 438.3(s) and the Medicaid and CHIP Managed Care Final Rule (CMS-2390-F), any medical necessity criteria applied by the Contractor may not be more stringent than any established FFS criteria for non-formulary covered drug classes. For formulary (SUPDL) drug classes, the Contractor shall follow the SUPDL criteria.

The Contractor shall provide online and real-time rules-based point-of-sale (POS) claims processing for pharmacy benefits. In accordance with 42 CFR Part 456, subpart K and 42 CFR 438.3(s)(4), the Contractor shall operate drug utilization review as described in this section. The Contractor shall maintain prospective drug utilization review edits and apply these edits at the POS. These criteria and edits must be reviewed and approved by the DUR Board prior to implementation. The Contractor shall maintain prospective drug utilization review criteria and edits for covered outpatient drugs that the Contractor limits to medical benefit coverage. All criteria and edits applied to covered outpatient drugs for the pharmacy benefit and/or the medical benefit will be posted online, linked to the https://www.in.gov/medicaid/ website. Additionally, the Contractor shall implement a retrospective drug utilization program to analyze for drugs or specific groups of drugs to document utilization trends and intervene with identified prescriber practice outliers leading to educational interventions which emphasize clinically sound and cost-effective care. The Contractor must also implement a program to identify and report fraud and abuse among providers and members.

Additionally, the Contractor shall implement retrospective drug use review to identify patterns of fraud, abuse, gross overuse, or inappropriate or medically unnecessary care, among physicians, pharmacists and individuals receiving benefits, or associated with specific drugs or groups of drugs.

1. Administration of all criteria, common or independent, shall be performed by the Contractor or its subcontracted PBM. The MCE shall regularly report findings on audits performed and outcomes completed by the PBM on providers

2. The MCE shall regularly report findings on audits performed and outcomes completed by the MCE on its PBM

3. The MCE shall immediately report, to FSSA:

    a. Claims processing outages experienced by the MCE and/or its PBM
    b. The MCE shall provide a root cause analysis of the outage to the Office in a timely manner
    c. Claims processing errors
        i. The MCE shall provide a root cause analysis of the claims processing error to the Office in a timely manner

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

3.4.5 E-Prescribing

The Contractor shall support e-Prescribing services. Much of the e-Prescribing activity is supported by prescribing providers through web and office-based applications or certified electronic health record (EHR) systems to communicate with the pharmacies. When EHR systems are used, the Contractor shall supply the EHR systems with information about member eligibility, patient history and drug formulary.

3.4.6 Carve-Out of Select Drugs

Exhibit 3.B of this Contract contains the list of drugs and agents excluded from the Contractor's capitation rate. These are referred to as "carved-out" drugs. The State's fiscal agent pays claims for carved-out drugs on a fee-for-service basis for the Contractor's members. While these drugs are not the financial responsibility of the Contractor, the Contractor shall ensure coordination of all Medicaid covered drugs and implement strategies to prevent duplication and fragmentation of care across the healthcare delivery system.

3.4.7 340B

The Contractor shall comply with 42 USC 256B and the requirements therein. Additionally, the Contractor shall comply with all policies and procedures set forth in IHCP Provider Bulletin BT201413, dated April 1, 2014, and any updates thereto.

The Contractor must have procedures in place to exclude utilization data for drugs subject to discounts under the 340B Drug Pricing Program from the utilization reports submitted to the State per 42 CFR 438.3(s)(3). Specific plans for excluding utilization data should be detailed and agreed upon between the Contractor and the State and may use tools including, but not limited to, modifiers, billing instructions, and processes to correctly identify a 340B patient.

At any given point in time, the State may elect to require the use of 340B-related modifiers on claims. In such an instance, the Contractor shall require its providers to use the selected modifiers on their claims, and the Contractor will be required to deny payment for claims that do not contain necessary modifiers. The State will work with the Contractor in determining a mutually agreeable workplan and time line for implementation of use of modifiers by the Contractor's providers.

The Contractor shall, on an ongoing basis, monitor claims for provider compliance with federal and state billing requirements pertaining to 340B-sourced drugs. The Contractor shall be fully responsible for ensuring that its providers bill for 340B drugs completely in compliance with federal and state requirements, such as prevention of duplicate discounts. The Contractor must maintain records that are clear and auditable that include billing instructions and methods by which 340B claims are excluded from Medicaid reimbursement. The Contractor shall allow the State access to any data upon its request to records related to 340B purchased drugs, exclusion from Medicaid reimbursement, and utilization reports.

In the event that a duplicate discount claim is pursued, the Contractor is responsible for working with the State's designated rebate vendor and any involved providers to address the claim and resolve any manufacturer dispute or rebate invoice matter. In the event that a duplicate discount, diversion, or other

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

impermissible utilization of drugs obtained through the 340B program derived from Contractor utilization is substantiated through appropriate means, the Contractor will be responsible for repayment of the duplicate discount and any sanction resulting therefrom. The State will not be responsible for payment for duplicate discounts.

3.4.8 Pharmacy Continuity of Care

The Contractor shall provide for ninety (90) days of continuity of care for all pre-existing drug regimens for all new members. This will allow time for the PBM to work with the prescribing provider to negotiate future drug regimens.

3.4.9 SUPPORT Act Compliance

In accordance with the federal Substance Use Disorder Prevention That Promotes Opioid Recovery and Treatment for Patients and Communities (SUPPORT) Act and section 1902(a)(85) of the Social Security Act, the Contractor shall implement and maintain the following processes and standards:

1. Safety edits and claims review automated process for the State-approved maximum daily morphine limitation
2. Prospective safety edits on subsequent fills of opioid prescriptions, as specified by the State, which may include edits to address days' supply, early refills, duplicate fills and quantity limitations for clinical appropriateness
3. Prospective safety edits and claims review automated process for the State-approved maximum daily morphine equivalent on opioids prescriptions
4. Retrospective reviews on opioid prescriptions exceeding above limitation on an ongoing basis
5. Claims review automated process that monitors when a client is concurrently prescribed opioids and benzodiazepines, or is concurrently prescribed opioids and antipsychotics on an ongoing basis
6. Program to monitor and manage the appropriate use of antipsychotic medications by Medicaid children
7. Process that identifies potential fraud or abuse of controlled substances by Medicaid clients, enrolled prescribers, and enrolled dispensing pharmacies
8. Review of antipsychotic agents for appropriateness for all children eighteen (18) and under, including foster children based on approved indications and clinical guidelines

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

3.4.10 Diabetes Supplies Coverage

The Contractor shall provide Diabetic Supplies Coverage. The Contractor shall cover diabetic supplies in alignment with FSSA's Preferred Diabetic Supply List (PDSL). The Contractor shall configure its claims payment system to approve the diabetic supplies of FSSA's contracted preferred vendors to supply blood glucose monitors and diabetic test strips for all IHCP enrollees. The Contractor shall ensure that NDCs for diabetic supplies are included on all claims. The Contractor shall require prior authorization for all non-preferred diabetic supplies.

3.4.11 Required Copayments for Package C Members

Any cost-sharing imposed on members must be in accordance with requirements at 42 CFR 447.50 through 42 CFR 447.56, 42 CFR 438.108, and sections 1916(a)(2)(d) and 1916(b)(2)(D) of the Act.

For Package C members only, Contractor shall require copayments in the following amounts for prescription drugs:

- Three dollars ($3) for generic, compound, sole source drugs, and multi-source brand drugs preferred on the SUPDL over available generics; and
- Ten dollars ($10) for all other brand name drugs.

Contractor shall require copayments to be paid to providers, who may deny services if member does not make the required copayment.

3.5 Smoking Cessation and Tobacco Dependence Treatment

The Contractor must cover, at minimum, Smoking Cessation and Tobacco Dependence Treatment as set forth in 405 IAC 5-37. Drug coverage and criteria shall be consistent with the fee-for-service program (refer to 3.4 Drug Coverage), including individual and/or group counseling and all covered outpatient drugs indicated for Smoking Cessation and Tobacco Dependence Treatment. Licensed practitioners within their scope of license under Indiana law may prescribe one or more modalities of treatment. Practitioners must include individual and/or group counseling in any combination of treatment. The Contractor shall provide each member identified as using tobacco or tobacco related products, information regarding the availability of tobacco cessation services provided through the Indiana Quitline. The Contractor shall create and implement a physician incentive program specific to tobacco dependence counseling. Contractor shall utilize a promotional strategy for tobacco cessation medications approved by FSSA to increase appropriate use of member drug benefits. The Contractor shall comply with policies and procedures set forth the IHCP Provider Bulletin regarding Tobacco Dependence individual and/or group counseling sessions dated November 15, 2022 (BT2022100), and any updates thereto.

3.6 Emergency Care

The Contractor shall cover emergency services and emergency medical transportation without the need for prior authorization or the existence of a contract with the emergency care provider per 42 CFR 438.114(c)(1)(i).

Per 405 IAC 5-2-9, emergency service is defined as a service provided to a member after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably be expected to result in: (1) placing the patient's health in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

Per 836 IAC 1-1-1, emergency medical transportation means the transportation of emergency patients by ambulance and the administration of basic life support to emergency patients before or during such transportation.

Services for treatment of an emergency medical condition, as defined in 42 CFR 438.114, which relates to emergency and post-stabilization services, and IC 12-15-12 (i.e., subject to the "prudent layperson" standard), shall be available twenty-four (24)-hours-a-day, seven (7)-days-a-week. Per 42 CFR § 438.114, emergency medical condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) 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 the following: (i) placing the health of the individual (or, for a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; (iii) serious dysfunction of any bodily organ or part.

The Contractor shall cover the medical screening examination, as defined by the Emergency Medical Treatment and Active Labor Act (EMTALA) regulations under section 1867 and 42 CFR 489.24, which sets special responsibilities for hospitals in emergency cases, provided to a member who presents to an emergency department with an emergency medical condition. The Contractor shall also comply with all applicable emergency services requirements specified in IC 12-15-12. The Contractor is required to reimburse for the medical screening examination and facility fee for the screening but is not required to reimburse providers for services rendered in an emergency room for treatment of conditions that do not meet the prudent layperson standard as an emergency medical condition, unless the Contractor authorized this treatment. The Contractor shall pay the contracted or fee schedule rate for an observation stay, regardless of whether a related emergency department visit was determined emergent.

In accordance with 42 CFR 438.114, which relates to emergency and post-stabilization services, the Contractor may not limit what constitutes an emergency on the basis of lists of diagnoses or symptoms per 42 CFR 438.114(d)(1)(i). The Contractor may not deny payment for treatment obtained when a member had an emergency medical condition, even if the outcomes, in the absence of immediate medical attention, would not have been those specified in the definition of emergency medical condition, and may not deny payment for treatment obtained when a representative of the Contractor instructs the enrollee to seek emergency services per 42 CFR 438.114(c)(1)(ii). The Contractor may not deny or pay less than the allowed amount for the CPT code on the claim without offering the provider the opportunity for a medical record review. The Contractor shall conduct a prudent layperson review to determine whether an emergency medical condition exists; the reviewer must not have more than a high school education and must not have training in a medical, nursing or social work-related field. A prudent layperson would no longer be qualified after an average of two (2) to three (3) years spent on the job due to the on-the-job medical training/experience and would require replacement.

The Contractor is prohibited from refusing to cover emergency services if the emergency room provider, hospital or fiscal agent does not notify the member's PMP or the Contractor of the member's screening and treatment within ten (10) calendar days of presentation for emergency services per 42 CFR 438.114(d)(1)(ii). The member who has an emergency is not liable for the payment of subsequent screening and treatment that may be needed to diagnose or stabilize the specific condition per 42 CFR 438.114(d)(2). Per 42 CFR 438.114(d)(3), the attending emergency physician, or the provider actually treating the member, is responsible for determining when the member is sufficiently stabilized for transfer or discharge. In addition, the attending physician's determination is binding and the Contractor may not challenge the determination.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

The Contractor shall comply with policies and procedures set forth the IHCP Provider Bulletin regarding Emergency Room Services Coverage dated January 30, 2020 (BT202009), and any updates thereto.

Effective July 1, 2024, if the Contractor chooses to use a list of diagnosis codes to initially determine whether a service may be an emergency, the Contractor must, at a minimum, use the State's Emergency Department Autopay List, accessible from the Code Sets page at in.gov/medicaid/providers. The Contractor must check at a minimum the diagnosis codes in fields 67 and 67A-Q, 69, 70A-C, and 72A-C on the UB04 and 21A-L on the CMS 1500 against the emergency department autopay list.

The Contractor's provider remittance advices for claims reduced to a screening fee shall include a notice alerting providers:

- Where to submit medical records for prudent layperson review.
- That the provider has one hundred and twenty (120) days to submit medical records for prudent layperson review.
- The location where the provider can find any additional requirements for the submission of medical records for prudent layperson review.

If a prudent layperson review determines the service was not an emergency, the Contractor shall reimburse for physician services billed on a CMS-1500 claim, in accordance with the IHCP Provider Bulletin. Physician services include services provided by an individual licensed under State law to practice medicine or osteopathy. Physician services given while in the hospital that appear on the hospital bill are not included (see also: 42 CFR § 414.2).

The Contractor shall reimburse for facility charges billed on a UB-04 in accordance with the IHCP Provider Bulletin, if a prudent layperson review determines the service was not an emergency.

The Contractor shall have the following mechanisms in place to facilitate payment for emergency services and manage emergency room utilization:

- A mechanism in place for a plan provider or Contractor representative to respond within one (1) hour to all emergency room providers twenty-four (24) hours-a-day, seven (7) days-a-week. The Contractor will be financially responsible for the post-stabilization services if the Contractor fails to respond to a call from an emergency room provider within one hour.
- A mechanism to track the emergency services notification to the Contractor (by the emergency room provider, hospital, fiscal agent or member's PMP) of a member's presentation for emergency services.
- A mechanism to document a member's PMP's referral to the emergency room and pay claims accordingly.
- A mechanism in place to document a member's referral to the emergency room by the Contractor's twenty-four (24)-Hour Nurse Call Line and pay claims resulting from such referral as emergent.
- A mechanism, policies and procedures for conducting prudent layperson reviews within thirty (30) days of receiving medical records.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- A mechanism and process to accept medical records for a prudent layperson review with an initial claim and after a claim has processed. The Contractor must at a minimum allow a provider to submit medical records for a prudent layperson review within one hundred and twenty (120) days of a claim's adjudication.

3.6.1 Post-Stabilization Services

As described in 42 CFR 438.114(e), which relates to coverage and payment of post-stabilization care services, and IC 12-15-12, the Contractor shall cover post-stabilization services related to an emergency medical condition that are provided after a member is stabilized in order to maintain the stabilized condition, or to improve or resolve the member's condition. The Contractor shall demonstrate to FSSA that it has a mechanism in place to be available to all emergency room providers twenty-four (24) hours-a-day, seven (7) days-a-week to respond within one hour to an emergency room provider's request for authorization of continued treatment after the Contractor's member has been stabilized and the emergency room provider believes continued treatment is necessary to maintain stabilization.

The requirements at 42 CFR 422.113(c)(2) and 42 CFR 438.114(e), are applied to the Contractor. The Contractor is financially responsible for post-stabilization services obtained within or outside the network that are pre-approved by a plan provider or Contractor representative. The Contractor is also financially responsible for post-stabilization services that are not pre-approved but administered to a member to maintain the stabilized condition within one (1) hour of the request to the Contractor for pre-approval of further post-stabilization services. The Contractor must also reimburse for post-stabilization services when (i) the Contractor does not respond within one (1) hour to a request for pre-approval, (ii) the Contractor cannot be contacted or (iii) the Contractor and treating physician cannot reach an agreement concerning the members' care and a Contractor physician is not available for consultation. In this situation, per 42 CFR 438.114(e) and 42 CFR 422.113(c)(3), the Contractor must give the treating physician the opportunity to consult with a plan physician and the treating physician may continue with the care of the patient until a plan physician is reached or one of the following conditions is met:

- A plan physician with privileges at the treating hospital assumes responsibility for the member's care;
- A plan physician assumes responsibility for the member's care through transfer;
- A Contractor representative and the treating physician reach an agreement concerning the member's care; or
- The member is discharged.

The Contractor shall limit charges to members for post-stabilization care services to an amount no greater than what the Contractor would charge the enrollee if he or she obtained the services through the Contractor per 42 CFR 438.114(e) and 42 CFR 422.113(c)(2)(iv).

3.6.2 Emergency Room Services Co-Payment – Hoosier Healthwise

There is no emergency room services co-payment in Hoosier Healthwise. Emergency room care includes care given for a medical emergency when a

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

member believes that their health is in serious danger and every second counts (see also: 42 CFR § 405.440).

Per IC 27-13-1-8, copayment means an amount, or a percentage of the charge, that an enrollee must pay to receive a specific service that is not fully prepaid.

3.7 Behavioral Health

Behavioral health services, with the exception of Medicaid Rehabilitation Option (MRO) and 1915(i) services as described in Section 3.11 Carved-Out Services, are a covered benefit under the Hoosier Healthwise program. The Contractor shall be responsible for managing and reimbursing all such services in accordance with the requirements in this section. The Contractor shall provide timely access to behavioral health screening, assessment, referral and treatment services, including outpatient services as well as inpatient psychiatric hospital services, inpatient drug and alcohol detoxification, inpatient drug and alcohol rehabilitation, and residential treatment services for opioid use disorder (OUD) and substance use disorder (SUD) apart from treatment rendered in a State Hospital as described in Section 3.12.4. As described in Section 3.15, the Contractor is encouraged to develop and purchase enhanced services which can provide services in a less restrictive setting and/or which would result in improved outcomes for members. In furnishing behavioral health benefits, including any applicable utilization restrictions, the Contractor shall comply with the Mental Health Parity and Additions Equity Act (MHPAEA).

In furnishing mental health or substance use disorder benefits, including any applicable utilization restrictions, the Contractor shall comply with the Mental Health Parity and Addiction Equity Act (MHPAEA) prohibiting the application of more restrictive limits to mental health/substance use disorder benefits than to medical/surgical benefits. Compliance with the MHPAEA and State requirements includes, but is not limited to:

- Not applying any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to members (whether or not the benefits are furnished by the same Contractor) per 42 CFR 438.910(b)(1).

- If a member is provided mental health or substance use disorder benefits in any classification of benefits (inpatient, outpatient, emergency care, or prescription drugs), mental health or substance use disorder benefits shall be provided to the member in every classification in which medical/surgical benefits are provided per 42 CFR 438.910(b)(2).

- Not applying any cumulative financial requirements for mental health or substance use disorder benefits in a classification (inpatient, outpatient, emergency care, prescription drugs) that accumulates separately from any established for medical/surgical benefits in the same classification per 42 CFR 438.910(c)(3).

- Ensuring medical management techniques applied to mental health or substance use disorder benefits are comparable to and applied no more stringently than the medical management techniques that are applied to medical and surgical benefits. Per 42 CFR 438.910(d), the Contractor shall not impose Non-Quantitative Treatment Limits (NQTLs) for mental health or substance use disorder benefits in any classification unless, under the policies and procedures of the Contractor as written and in operation, any processes, strategies,

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

evidentiary standards, or other factors used in applying the NQTL to mental health or substance use disorder benefits in the classification are comparable to, and are applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation for medical/surgical benefits in the classification.

- Ensuring compliance with MHPAEA for any benefits offered by the Contractor to members beyond those otherwise specified in this Scope of Work.

- Making the criteria for medical necessity determinations for mental health or substance use disorder benefits available to any current or potential members, or contracting provider upon request.

- Providing the reason for any denial of reimbursement or payment with respect to mental health or substance use disorder benefits to members.

- Providing out-of-network coverage for mental health or substance use disorder benefits. The Contractor shall use processes, strategies, evidentiary standards, or other factors in determining access to out-of-network providers for mental health or substance use disorder benefits that are comparable to and applied no more stringently than those applied for out-of-network medical/surgical benefits in the same classification as required by 42 CFR 438.910(d)(3).

- Coordinating transition of care for members going from a higher to a lower level of care. Coordinating transition of care to approved lower level of care for patients who are, due to lack of medical necessity, denied a higher level of care.

The Contractor shall assure that behavioral health services are integrated with physical care services, and that behavioral health services are provided as part of the treatment continuum of care. The Contractor shall develop protocols to:

- Provide care that addresses the needs of members in an integrated way, with attention to the physical health and chronic disease contributions to behavioral health;

- Provide a written plan and evidence of ongoing, increased communication between the PMP, the Contractor and the behavioral health care provider; and

- Coordinate management of utilization of behavioral health care services with MRO and 1915(i) services and services for physical health.

3.7.1 Behavioral Health Care Services

The Contractor shall provide all medically necessary community-based, partial hospital and inpatient hospital behavioral health services as identified in Contract Exhibits 2.D and 3.B. Contractors shall pay CMHCs at no less than the Indiana Medicaid FFS rate for any covered non-MRO service that the CMHC provides to members.

The Contractor shall provide behavioral health services through hospitals, offices, clinics, in homes, at school and other locations, as permitted under state and federal law. A full continuum of services, including crisis services, as indicated by the behavioral health care needs of members, shall be available to members, including partial hospitalization services as described in 405 IAC 5-20-8.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Behavioral health services codes billed in a primary care setting shall be reviewed for medical necessity and, if appropriate, shall be paid by the Contractor.

The Contractor must allow members to self-refer to any behavioral health care provider in the Contractor's network without a referral from the PMP. Members may also self-refer to any IHCP-enrolled psychiatrist.

The Contractor shall ensure the availability of behavioral health crisis intervention services twenty-four (24) hours a day, seven (7) days a week. The Contractor shall maintain processes for crisis intervention.

3.7.2 Behavioral Health Provider Network

FSSA requires Contractors to develop a sufficient network of behavioral health providers to deliver the full range of behavioral health services. The network shall include psychiatrists, psychologists, clinical social workers and other licensed behavioral health care providers. In addition, Contractors shall provide inpatient care for a full continuum of mental health and substance abuse diagnoses. See Section 5.2.5 for behavioral health network requirements. All services covered under the clinic option shall be delivered by licensed providers and qualified behavioral health professionals working under a licensed behavioral health provider as defined in 405 IAC 5-20-8.

The Contractor shall train its providers in identifying and treating members with behavioral health disorders, and shall train PMPs and specialists on when and how to refer members for behavioral health treatment. The Contractor shall also train providers in screening and treating individuals who have co-existing mental health and substance abuse disorders. The Contractor is responsible for ensuring that its behavioral health network providers are trained about and are aware of the cultural diversity of its member population and are competent in respectfully and effectively interacting with individuals with varying racial, ethnic and linguistic differences. The Contractor shall provide to FSSA its written training plan, which shall include dates, methods (e.g., seminar, web conference, etc.) and subject matter for training on integration and cultural competency.

Members shall be able to receive timely access to medically necessary behavioral health services. The network shall meet the access requirements specified in Section 5.2.5.

3.7.3 Case Management for Members Receiving Behavioral Health Services

The Contractor shall employ or contract with case managers with training, expertise and experience in providing case management services for members receiving behavioral health services. At a minimum, the Contractor shall provide complex case management services for any member at risk for inpatient psychiatric or substance abuse hospitalization, and for members discharged from an inpatient psychiatric or substance abuse hospitalization, for no fewer than ninety (90) calendar days following that inpatient hospitalization. Case managers shall contact members during an inpatient hospitalization, or immediately upon receiving notification of a member's inpatient behavioral health hospitalization, and shall schedule an outpatient follow-up appointment to occur no later than seven (7) calendar days following the inpatient behavioral health hospitalization discharge.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Case managers should use the results of health needs screenings and more detailed comprehensive health assessments to identify members in need of case management services. Case managers shall also monitor members receiving behavioral health services who are new to the Contractor's plan to ensure that the member is expediently linked to an appropriate behavioral health provider. The case manager shall monitor whether the member is receiving appropriate services and whether the member is at risk of over- or under-utilizing services. FSSA shall provide access to its web-based interface *Core*MMIS to allow the Contractor to monitor MRO utilization, which is covered by Medicaid FFS.

Case managers shall regularly and routinely consult with both the member's physical and behavioral health providers to facilitate the sharing of clinical information, and the development and maintenance of a coordinated physical health and behavioral health treatment plan for the member.

In addition, with the appropriate consent, case managers shall notify both PMPs and behavioral health providers when a member is hospitalized or receives emergency treatment for behavioral health issues, including substance abuse. Case managers shall provide this notification within five (5) calendar days of the hospital admission or emergency treatment.

Documentation of case management procedures, contacts, interventions and outcomes shall be made available to FSSA upon request.

3.7.4 Behavioral Health Care Coordination

The Contractor shall ensure the coordination of physical and behavioral health care among all providers treating the member. The Contractor shall coordinate services for individuals with multiple diagnoses of mental illness, substance abuse and physical illness. The Contractor shall have policies and procedures in place to facilitate the reciprocal exchange of health information between physical and behavioral providers treating the member.

The Contractor shall share member medical data with physical and behavioral health providers and coordinate care for all members receiving both physical and behavioral health services, to the extent permitted by law and in accordance with the member's consent, when required. The Contractor must contractually mandate its behavioral health care providers provide member records to the Contractor upon request. Disclosure of mental health records by the provider to the Contractor and to the member's physician is permissible under the Health Insurance Portability and Accountability Act (HIPAA) and state law (IC 16-39-2-6(a)) without consent of the patient because it is for treatment. However, consent from the patient is necessary for substance abuse records. The Contractor shall contractually require every network provider, including behavioral health providers, to ask and encourage members to sign a consent that permits release of substance abuse treatment information to the Contractor and to the PMP or behavioral health provider, if applicable.

Contractors shall, on at least a quarterly basis, send a behavioral health profile to the respective PMP. The behavioral health profile lists the physical and behavioral health treatment received by that member during the previous reporting period. Information about substance abuse treatment and HIV/AIDS should only be released if member consent has been obtained.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

For each member receiving behavioral health treatment, the Contractor will contractually require behavioral and physical health providers to document and reciprocally share the following information for that member:

- Primary and secondary diagnoses;
- Findings from assessments;
- Medication prescribed;
- Psychotherapy prescribed; and
- Other relevant information.

Contractors shall, at a minimum, establish referral agreements and liaisons with both contracted and non-contracted CMHCs, and shall provide physical health and other medical information to the appropriate CMHC for every member.

The Contractor shall implement mechanisms to ensure coordination among member's providers. With appropriate consent, the Contractor shall notify behavioral health providers and medical providers when a member is hospitalized or receives emergency treatment for behavioral health issues, including substance abuse. This notice must be provided within five (5) calendar days of the hospital inpatient admission or emergency treatment. The Contractor shall maintain a description of strategies proposed to receive hospital notification of inpatient admissions to facilitate meeting the requirement for example, through the use of incentive programs.

The Contractor shall develop additional mechanisms for facilitating communication between behavioral health and physical health providers to ensure the provision of integrated member care. Incentive programs, case managers, behavioral health profiles, etc. are potential mechanisms to ensure care coordination and the reciprocal exchange of health information between physical and behavioral health providers. The Contractor shall require the behavioral health provider to share clinical information directly with the member's PMP. The Contractor shall evaluate and monitor the effectiveness of its policies and procedures regarding physical and behavioral health coordination and develop and implement mechanisms to improve coordination and continuity of care based on monitoring outcomes.

The Contractor must develop mechanisms for facilitating communication between behavioral health and physical health providers to ensure the provision of integrated member care. The Contractor shall maintain mechanisms for ensuring physical and behavioral health integration and information sharing.

The Contractor shall evaluate and monitor the effectiveness of its policies and procedures regarding physical and behavioral health coordination and develop and implement mechanisms to improve coordination and continuity of care based on monitoring outcomes. Documentation of integration policies and procedures and outcomes data shall be made available to FSSA upon request and at minimum on a semi-annual basis. Additionally, the State is exploring implementation of new initiatives for behavioral and physical health integration for Indiana Medicaid members. The Contractor shall participate in the planning and execution of State-driven integration at the direction of FSSA.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Documentation of integration policies and procedures, contacts, behavioral health profile templates and outcomes data shall be made available to FSSA upon request.

3.7.5 Behavioral Health Continuity of Care

The Contractor shall utilize behavioral health case managers to monitor the care of members receiving behavioral health services who are new to the Contractor or who are transitioning to another MCE or other treatment provider, to ensure that medical records, treatment plans and other pertinent medical information follows each transitioning member. The Contractor shall notify the receiving MCE or other provider of the member's previous behavioral health treatment, and shall offer to provide to the new provider the member's treatment plan, if available, and consultation with the member's previous treating provider. The Contractor and receiving MCE shall coordinate information regarding prior authorized services for members in transition.

The Contractor shall require, through provider contract provisions, that members receiving inpatient psychiatric services are scheduled for outpatient follow-up and/or continuing treatment prior to discharge. This treatment shall be provided within seven (7) calendar days from the date of the member's discharge. If a member misses an outpatient follow-up or continuing treatment, the Contractor shall ensure that a behavioral health care provider or the Contractor's behavioral health case manager contacts that member within three (3) business days of notification of the missed appointment.

3.7.6 Institution for Mental Disease (IMD)

The Contractor will cover short term stays in an Institution for Mental Diseases (IMD)for serious mental illness (SMI) and substance use disorder (SUD) under the State's §1115 SMI and SUD demonstration authorities. IHCP will follow federal guidance in accordance with 42 CFR 435.1010 as well as any additional criteria established by the State's §1115 waivers used to distinguish qualified IMD providers.

In accordance with 42 CFR 457.1201(e) and 42 CFR 438.3(e)(2)(i)-(iii), the State has determined that treatment in an IMD is a medically appropriate and cost-effective substitute for the behavioral health service covered under the State Plan in other settings. Contractors may, but are not required to, use an IMD in lieu of other behavioral health services. The Contractor is prohibited from requiring an enrollee to access behavioral health services at an IMD.

The State will make monthly capitation payment to the Contractor to cover short term inpatient stays for serious mental illness (SMI) in a qualified Institution for Mental Disease (IMD) for members aged twenty-one (21) to sixty-four (64) and is required to maintain an average length of stay not to exceed thirty (30) days for all IMD stays for SMI. A maximum of sixty (60) days can be approved, if medically necessary, for short term IMD stays for SMI.

The Contractor will cover short term inpatient stays for SUD in a qualified Institution for Mental Diseases (IMD) for members aged twenty-one (21) to sixty-four (64) for up to fifteen (15) days in a calendar month as medically necessary for individuals with substance use disorder. If a member's IMD stay exceeds fifteen (15) days in a calendar month and the member is awaiting placement in a state operated facility (SOF) for treatment, the member will be disenrolled from

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

the plan and enrolled in fee for service. For stays exceeding fifteen (15) days in a calendar month in which the member is not awaiting placement in a SOF, the member will remain enrolled with the Contractor and the state shall recover the entire monthly capitation payment for the member.

The Contractor will cover short term crisis residential stays for SUD in a qualified Institution for Mental Diseases (IMD) for members aged twenty-one (21) to sixty-four (64) and is required to maintain an average length of stay not to exceed thirty (30) days for all residential IMD stays for SUD.

The Contractor shall actively track and coordinate the care of members receiving care in an IMD. Anticipating and planning for a member's successful discharge should begin immediately upon a member's entry into an IMD.

Lists of qualified IMD providers under both §1115 waivers will be provided to the Contractor. The Contractor may not require or create incentives for the member to receive services in an IMD versus a setting covered under the State Plan.

In accordance with 42 CFR 435.1010, an IMD is generally defined as a "hospital, nursing facility, or other institution of more than sixteen (16) beds that is primarily engaged in providing diagnosis, treatment or care of persons with mental diseases, including medical attention, nursing care and related services. Whether an institution is an institution for mental diseases is determined by its overall character as that of a facility established and maintained primarily for the care and treatment of individuals with mental diseases, whether or not it is licensed as such. An institution for Individuals with Intellectual Disabilities is not an institution for mental diseases." This may include a hospital providing psychiatric or substance use disorder inpatient care or a sub-acute facility providing psychiatric or substance use disorder crisis residential services. The Contractor will be responsible for reviewing and understanding all specific State criteria to distinguish qualifying IMDs under both SMI and SUD §1115 demonstrations as well as all related State guidance.

The Contractor must submit data related to IMD stays as outlined in the MCE Reporting Manual.

The proposed services and settings will be reimbursable and subject to the requirements contained in 42 CFR 438.6(e).

3.8 Care Coordination

Prior to Contract start date and on an annual basis, the Contractor shall submit for approval to the State a Care Coordination Operational Plan. The Contractor must receive approval before member stratification. The operational plan shall include, but not limited to, the following: care coordination team member roles, care coordination team organizational chart, team member training requirements, team member educational and/or experience requirements, screening tool, stratification methodology (including, caseload ratios per stratification level), reassessment frequency, and care plan components. The Contractor's care coordination operational plan and service delivery must contain evidence of person-centered practices in all aspects. In addition, the care coordination plan may be modified if the Contractor receives written approval from FSSA.

The Contractor shall implement a transition of care policy that is consistent with federal requirements and at least meets the State-defined transition of care policies in the MCE Policies and Procedures Manual per 42 CFR 438.62(b)(1)-(2). In accordance with 42 CFR

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

438.208(b)(2)(i)-(iv) and 42 CFR 438.208(b)(4), the Contractor shall implement procedures to coordinate:

- Services the Contractor furnishes to the member between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays;
- Services the Contractor furnishes to the member with the services the member receives from any other MCE or health plan;
- Services the Contractor furnishes to the member with the services the member receives in FFS Medicaid;
- Services the Contractor furnishes to the member with the services the member receives from community and social support providers; and
- Sharing results of any identification of member needs from assessments with the State or other health plans.

3.8.1 Member Assessment

3.8.1.1 Initial Screening

In accordance with 42 CFR 438.208(b)(3), the Contractor shall conduct an initial screening of each member within ninety (90) calendar days of the effective date of enrollment to identify the member's immediate physical and/or behavioral health care needs. The Contractor must make subsequent attempts to conduct an initial screening of each member's needs if the initial attempt to contact the member is unsuccessful. The Contractor shall make attempts to find a member's current contact information if it is not included in the enrollment file. The initial screening will also determine the need for disease management, care management, complex case management, or RCP services as detailed in Section 3.8.2. The Contractor shall utilize the FSSA Health Needs Screening tool.

During the initial screening, and periodically thereafter, the Contractor will review the member's claims history, identify access or accommodation needs, language barriers, or other factors that might indicate that the member requires additional assistance. The initial screening shall also identify members who have complex or serious medical conditions that require an expedited appointment with an appropriate provider. The initial screening will ensure that members who are in ongoing treatment receive assistance in accessing appropriate care in order to avoid disruptions in services. The initial screening must include a full review of important relevant clinical information such as the provider's assessment of conditions and the severity of illness, treatment history and outcomes, other diseases, illnesses, and health conditions as well as the member's psychosocial, support, behavioral health and treatment needs.

At minimum, the initial screening shall:

- Utilize claims data, health information exchange data, information gathered in the screening, medical records and other sources to ensure care coordination and management;
- Identify gaps in member's care and facilitate communication to relevant providers, including the member's PMP, if applicable;
- Identify immediate physical and/or behavioral health needs;
- Determine need for care coordination and management;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Conduct comprehensive review of clinical history;
- Perform stratification based on initial assessment and historical claims data;
- Determine clinical, psychosocial, functional and financial needs with appropriate referrals to community-based organizations or MCE programs;
- Gather information regarding level and type of existing care management; and
- Review information to identify member's care strengths, needs and available resources to enable person-centered planning in conjunction with the member.

The initial screening may be conducted in person, by phone, electronically through a secure website, or by mail. Incomplete initial screenings completed electronically through the Contractor's secure website will receive follow up telephone contacts to promote completion of the initial health screening. The Contractor shall develop procedures and provide documentation of methods to be used to maximize contacts with members in order to complete the initial screening required in this section.

Based on the results of the initial screening, the Contractor shall stratify members into the appropriate service category - those members requiring disease management, care management, complex case management, or RCP, in accordance with Section 3.8.2. After stratifying the member to an appropriate care level, the Contractor shall provide ongoing disease management, care management, complex case management, or RCP, as appropriate. The State reserves the right to require the Contractor to adjust its stratification protocol, with reasonable notice, to ensure the most effective care coordination is available for members.

In addition to the initial screening conducted by the Contractor, the Contractor shall also develop strategies to encourage the contracted provider network to utilize screening tools to identify at-risk members. These provider-driven tools shall not duplicate or replace the Contractor conducted screenings. The Contractor shall maintain strategies to facilitate implementation of provider-driven screening tools including methods to encourage usage, processes to communicate results to the Contractor and the proposed tool(s).

3.8.1.2 Comprehensive Health Assessment

In accordance with 42 CFR 438.208(c)(1)-(2), the Contractor shall implement mechanisms to comprehensively assess each member identified as having special health care and/or long-term services and supports (LTSS) needs to identify any ongoing special conditions of the member that require a course of treatment, program change, or regular care monitoring. The Contractor shall conduct a comprehensive health assessment of all members initially stratified into care management, complex case management or RCP following the initial screening in order to further identify the appropriate level of care coordination services. The comprehensive health assessment will be all-inclusive and identify the clinical, psychosocial, functional and financial needs of the member to ensure appropriate referrals to MCE program and community-based organizations. The comprehensive health assessment

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

shall be completed within one hundred and fifty (150) calendar days of enrollment, and will be used to develop and implement a comprehensive care plan to meet the member's needs.

The Contractor will develop and maintain a Comprehensive Health Assessment to be approved by FSSA. The Contractor's Comprehensive Health Assessment must contain, at a minimum, elements prescribed by FSSA and may be augmented with condition specific and/or Contractor specific elements. The assessment tool may differ for children/adolescents and adults. Results of the Child and Adolescent Needs and Strength (CANS) assessment process should inform the child's treatment plan, provide level of care decision support, serve as an outcome measurement and facilitate communication between agencies.

The Contractor will collect and review medical and educational information, as well as family and caregiver input, as appropriate, to identify the member's care strengths, health needs and available resources. The comprehensive assessment may include, but is not limited to, a review of the member's claims history and/or contact with the member, member's family, PMP (if applicable), or other significant providers. A clinician on the Contractor's care management team will review the findings of the health assessment and provide the findings to the member's primary providers, including the member's PMP and/or behavioral health care providers, if applicable.

The Contractor must maintain methods to maximize contacts with members in order to complete the comprehensive health assessments required in this section.

3.8.1.3 Identification and Assessment of Pregnant Women

The Contractor shall implement methods to promptly identify members who become pregnant. All identified pregnant women shall have a comprehensive risk assessment completed. The Contractor shall offer all identified pregnant women care coordination services, either care management or complex case management. Identified pregnant women who opt out of care coordination services will receive, at a minimum, monthly contacts from the Contractor through the end of the pregnancy. If the Contractor is unable to contact the pregnant woman during the monthly attempt, the Contractor shall contact the member's provider and make other attempts, including the use of Community Health Workers, to physically make contact. These contacts must be documented by the Contractor and available for State review as requested.

The Contractor shall provide all pregnant women assessed as utilizing either tobacco or tobacco products information regarding the availability of tobacco cessation services through the Indiana Quitline.

Further, FSSA has implemented a Notification of Pregnancy (NOP) process that encourages MCEs and providers to complete a comprehensive risk assessment (i.e., an NOP form) for pregnant members. The Contractor shall comply with the policies and procedures set forth in the IHCP Provider Bulletin regarding the NOP process dated February 21, 2023 (BT201425), and any updates thereto.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The provider will be responsible for completing the standard NOP form, including member demographics, any high-risk pregnancy indicators, and basic pregnancy information. The member's pregnancy must be less than thirty (30) weeks gestation at the time of the office visit on which the NOP is based. The Contractor receiving the NOP shall contact the member to complete a comprehensive pregnancy health assessment within twenty-one (21) calendar days of receipt of completed NOP form from the provider. The Contractor shall also gather clinical data from relevant health information exchanges to supplement claims data mining, NOPs, and self-reports of pregnancy. Only one assessment should be completed per member per pregnancy. NOP requirements and conditions for payment are set forth in the Hoosier Healthwise Policies and Procedures Manual.

To be eligible for the provider incentive payment, the NOP form must be submitted by providers via the IHCP Provider Healthcare Portal within five (5) calendar days of the visit during which the NOP form was completed. The State shall reimburse the Contractor for NOP forms submitted according to the standards set forth in the Hoosier Healthwise Policies and Procedures Manual. This reimbursement amount must be passed on to the provider who completed the NOP form.

The Contractor shall have systems and procedures in place to accept NOP data from the State's fiscal agent, assign pregnant members to a risk level and, when indicated based on the member's assessment and risk level, enroll the member in care coordination. The Contractor shall assign pregnant members to a risk level and enter the risk level information into the IHCP Provider Healthcare Portal within twelve (12) calendar days of receiving NOP data from the State's fiscal agent.

3.8.2 Stratification & Level of Service

Based on the results of the initial screening as well as mining of historical claims data and clinical data from health information exchanges, the Contractor shall stratify its membership into various subpopulations to identify member level of service and ensure continuity of care. The outcome of the member assessment set forth above in Section 3.8.1 will determine the member's needs in the stratification process resulting in the member's assignment to one of the levels of care coordination service, set forth below in this section.

3.8.2.1 Disease Management Level of Service

Disease management is intended to help guide the care of members with chronic health conditions to improve the quality of care, adherence to care and control health care costs. Supporting the practitioner-member relationship and plan of care, the disease management program will emphasize the prevention of the exacerbation of the condition and its complications using evidenced based practice guidelines.

The Contractor shall offer, at minimum, sickle cell disease, asthma, depression, pregnancy, attention deficit hyperactivity disorder (ADHD), autism spectrum disorder (ASD), chronic obstructive pulmonary disease (COPD), coronary artery disease, chronic kidney disease, congestive heart failure, hypertension, diabetes, and SUD disease management programs for eligible members. The Contractor may propose, for FSSA

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

approval, programs for additional conditions. Members with excessive utilization or under-utilization for conditions other than those listed shall also be eligible for the disease management level of service described in this section.

OMPP reserves the right to require the Contractor to have disease management programs for additional conditions in the future. OMPP will provide three (3) months advance notice to the Contractor if OMPP decides to add new diseases to the disease management program requirements.

Disease management services should assist members in understanding their chronic conditions, set goals, and achieve self-selected outcomes through education, counseling, and on-going support. The Contractor will provide a customer call line for provider and community information, linkage to community resources and disease specific and general preventive health education and reminders for members. Disease management services must be provided to members with specific conditions and for prevention of related conditions. For example, disease management services for members diagnosed with diabetes or hypertension must include education for the member on kidney disease and the benefits of having evaluations and treatment for chronic kidney disease.

Disease management services may be provided by non-clinical staff with escalation to clinical staff as indicated by provider request or change in clinical status. Through disease management services, the Contractor will provide information and specific preventive care reminders, resources, and referrals as requested by members, member advocates, and health care providers. The Contractor will promote evidence-based practices for chronic disease conditions.

The Contractor will provide information, resources and referrals as needed to all members, their families and health care providers, as requested. Disease management services shall include policies and procedures that encourage all new members to have a preventive care visit within sixty (60) calendar days of the member's effective date of enrollment and ongoing member outreach as indicated for the entire population.

Disease management services shall address each member's medical and health concerns, specific medical information, and available community resources. Services will typically result in brief, short-term encounters. The Contractor will reach out to members and providers during the initial assessment period as well as on an ongoing basis, via phone, in person and through written notification, as well as through the use of community health workers, to physically make contact when members cannot be reached or when disease management via phone is not successful. Members in disease management services will be provided with contact phone numbers at the Contractor to call with questions.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

3.8.2.2 Care Management Level of Service

The care management level of service is intended for members who need assistance with care coordination, making preventive care appointments or accessing care to address the members' chronic health condition(s). Care management is provided to help guide the member with access to care for needed health or social services to address the member's chronic health condition(s).

Care management is a purposeful plan to reach members and impact their health and health care utilization, and to coordinate all services provided to members. Through care management, the Contractor assists members in improving their health outcomes. Members who are at risk for an acute or catastrophic episode in the future may be prioritized for complex case management services. In the interim care management services will be provided as a preventive measure. The Contractor will provide comprehensive coordination services that are tailored to the individual, rely on sound medical practices, and include Medicaid-covered services. All members identified for care management services will receive all of the benefits of disease management services in addition to the additional care management supports.

Newly referred members and persons with newly diagnosed conditions, increasing health services or Emergency services utilization, Emergency room utilization at least three (3) standard deviations outside of the mean for the population group, evidence of pharmacy non-compliance for chronic conditions, members with special health care needs, individuals recently discharged from an Institution for Mental Disease (IMD), individuals with conditions of interest that FSSA has identified to the Contractor and/or members with member request that indicate the need for real-time, proactive intervention shall be referred and contacted telephonically or in person by a care manager or community health worker for enrollment in care management services including direct consumer contacts to assist members with scheduling, location of specialists and specialty services, transportation needs, twenty-four (24)-hour nurse call line use, general preventive (e.g. mammography) and disease specific reminders, pharmacy refill reminders, tobacco cessation and education regarding use of primary care and Emergency services.

The Contractor must make every effort to contact members in care management by telephone. The Contractor shall use community health workers to physically make contact when members cannot be reached via telephone within a predetermined, State approved timeframe. Should such attempts fail, the Contractor shall develop a plan for how to reach members (including outreach to providers, repeated physical outreach, etc.). Materials should be delivered to the member in a manner in accordance with the member's selection as outlined in Section 4.3, either through postal or electronic means direct to the consumer. Educational materials and telephonic contacts may utilize web-based education materials inclusive of clinical practice guidelines. Materials shall be developed at the fifth (5^{th})-grade reading level and in accordance with all member communication requirements outlined in Section 4.3, and should be sent to members no less than quarterly. The Contractor shall consider utilizing the services of community health workers, as appropriate, to outreach to and provide information to those members participating in

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

care management. The Contractor will be required to submit quarterly and annual data to document the number of persons receiving care management services, including the number of active and passive contacts made to the member.

At the time they are enrolled, members may already be receiving case management services through the CMHCs. As such, the Contractor will work with the member and CMHC to determine where and how the member should receive care coordination or case management services. For example, the Contractor will work with the member and/or the member's provider(s) to decide whether the member will receive care coordination and case management services from the Contractor, from the CMHC, or both. In all cases, the CMHC and Contractor should work closely together to ensure the member receives appropriate services that are not duplicated.

3.8.2.3 Complex Case Management (Member Focus) Level of Service

Complex case management with member focus involves the active coordination of care and services with the member and between providers while navigating the extensive systems and resources required for the member. It includes comprehensive assessment, determination of available benefits, development and implementation of a complex case management plan directed at the member's chronic health conditions. Complex case management targets members with two (2) or more disease states who need assistance with care coordination, making preventive care appointments or accessing care to address the members' chronic health condition or members who have had an inpatient hospital stay in the last ninety (90) days or members with high dollar claims of over fifty thousand dollars (>$50,000) in six (6) months. The focus is on working with the providers to meet the needs of the individual through communication with the member, PMP (if applicable), other providers, and the member's natural support system. The member's active involvement will help members gain optimum health or improved functional capability, in the right setting and in a cost-effective manner.

At a minimum, the Contractor must provide complex case management services for members discharged from an inpatient psychiatric or substance abuse hospitalization, for no fewer than ninety (90) calendar days following that inpatient hospitalization. The Contractor must also provide complex case management services for any member at risk for inpatient psychiatric, drug overdose, or substance abuse re-hospitalization. Care managers must contact members during an inpatient hospitalization, or as soon as practicable upon receiving notification of a member's inpatient behavioral health hospitalization. The care manager must work with the hospital discharge planner, behavioral health provider case manager and/or natural supports (i.e. family) to ensure that an outpatient follow-up appointment is scheduled to occur no later than seven (7) calendar days following the inpatient behavioral health hospitalization discharge. The Contractor must ensure that lack of transportation is not a barrier to the member attending the appointment.

Complex case management includes all of the services and benefits from disease management and care management. The Contractor shall

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

use community health workers, to physically make contact when members cannot be reached via telephone within a predetermined, State approved timeframe. Should such attempts fail, the Contractor shall develop a plan for how to reach members (including outreach to providers, repeated physical outreach, etc.). All members in complex case management with member focus must receive materials no less than monthly. Avoidance of unnecessary Emergency department and inpatient hospitalizations and increased use of preventive health care are goals for complex case management.

3.8.2.4 Complex Case Management (Provider Focus) Level of Service

Complex case management with a provider focus is appropriate for members who either choose not to be actively involved or are unable to actively participate in their health care. Complex case management targets members with two (2) or more disease states who need assistance with care coordination, making preventive care appointments, or accessing care to address the members' chronic health conditions or members who have had an inpatient hospital stay in the last ninety (90) days or members with high dollar claims of over fifty thousand dollars (>$50,000) in six (6) months. The focus is on working with the providers to meet the needs of the individual through communication with the PMP (if applicable), other providers, and the member's natural support system. The goal is to help members gain optimum health or improved functional capability, in the right setting and in a cost-effective manner.

Complex case management with provider focus is the active coordination by the Contractor of care and services between providers while navigating the extensive systems and resources required for the member. It involves comprehensive assessment, determination of available benefits, development and implementation of a complex case management plan directed at the chronic health conditions.

At a minimum, the Contractor must provide complex case management services for members discharged from an inpatient psychiatric, drug overdose, or substance abuse hospitalization, for no fewer than ninety (90) calendar days following that inpatient hospitalization discharge. The Contractor must also provide complex case management services for any member at risk for inpatient psychiatric or substance abuse re-hospitalization. Care managers must contact members during an inpatient hospitalization or as soon as practicable upon receiving notification of a member's inpatient behavioral health hospitalization. The care manager must work with the hospital discharge planner, provider case manager and/or natural supports (i.e. family) to ensure that an outpatient follow-up appointment is scheduled to occur no later than seven (7) calendar days following the inpatient behavioral health hospitalization discharge and transportation is not a barrier to attending the appointment.

Complex case management with provider focus includes all of the services and benefits from disease management and care management. In addition, all members receiving provider focused complex case management services must receive materials no less than six (6) times a year. Avoidance of unnecessary Emergency department and inpatient

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

hospitalizations and increased use of preventive health care are goals for complex case management.

3.8.2.5 Right Choices Program Level of Service

The Right Choices Program (RCP) is Indiana's restricted card program. The purpose of the RCP is to identify members who use covered services more extensively than their peers and/or exhibit drug-seeking behaviors. The program, set forth in 405 IAC 1-1-2(c) and 405 IAC 5-6, is designed to monitor member utilization, and when appropriate, implement restrictions for those members who would benefit from increased care coordination. The RCP follows the CMS design of a Patient Review and Restrict (PRR) program that is focused on behaviors of Doctor Shopping and excessive utilization of Controlled Substances, especially Opioids. The Contractor will provide appropriate disease management, care management or complex case management services to the RCP members.

Program policies, set forth by the FSSA for the RCP, are delineated in the Right Choices Program Policy Manual. The Contractor shall comply with the program policies set forth in the Right Choices Program Policy Manual, which is provided on the State "Manuals" page (https://www.in.gov/medicaid/partners/medicaid-partners/managed-care-health-plans/mce-secure-landing-page/mce-manuals/). The Contractor shall be responsible for RCP duties for their members, as outlined in the Right Choices Program Policy Manual, including, but not limited to, the following:

- Evaluate claims, medical information, referrals and data to identify members to be enrolled in the RCP. Before enrolling a member in the RCP, the Contractor must ensure a physician, pharmacist or nurse confirms the appropriateness of the enrollment;
- Document member enrollment and compliance in Portal;
- Enroll members in the RCP;
- Provide written notification of RCP status to such members and their assigned primary physicians and pharmacies;
- Intervene in the care provided to RCP members by providing, at minimum, enhanced education, case management and care coordination with the goal of modifying member behavior;
- Provide appropriate customer service to providers and members;
- Evaluate and monitor the member's compliance with his or her treatment plan to determine if the RCP restrictions should terminate or continue;
- Notify FSSA of members that are being reported to the FSSA Bureau of Investigation for suspected or alleged fraudulent activities;
- Provide ad-hoc reports about RCP to FSSA upon request;
- Cooperate with FSSA in evaluation activities of the program by providing data and/or feedback when requested by FSSA;
- Meet with FSSA about RCP program implementation as requested by FSSA; and
- Develop, for FSSA approval, and implement internal policies and procedures regarding the Contractor's RCP program

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

administration.

FSSA shall monitor the Contractor's compliance with the RCP duties set forth in this Scope of Work and the Right Choices Program Policy Manual through its monthly onsite visits and/or external quality review activities. The Contractor may be subject to the non-compliance remedies as set forth in Exhibit 2.D if the Contractor fails to comply with the RCP duties set forth in this Scope of Work and the Right Choices Program Policy Manual. FSSA OMPP reserves the right to review pharmacy and emergency room utilization figures for the Contractor's RCP membership, including the number of RCP members who have had more than one emergency room visit in a thirty (30)-calendar day period, in assessing the effectiveness of the Contractor's RCP program administration.

3.8.3 Care Plan Development

After the initial assessment and stratification, the Contractor shall assign members to a care level, develop a care plan for each member, and facilitate and coordinate the holistic care of each member according to his or her needs. The Contractor shall utilize a person-centered care plan development planning process, developed in accordance with any applicable State quality assurance and utilization review standards. The member or guardian must sign off on the care plan and the plan must be approved by the Contractor in a timely manner per 42 CFR 438.208(c)(3)(iii)-(v). All identified pregnant women who agree to either care management or complex case management shall have a care plan developed in conjunction with the Contractor.

The Contractor will use data from multiple sources in the development of each member's care plan, including, at minimum, claims data, data collected during the initial screening, the follow-up comprehensive health assessment, available medical records, clinical data from health information exchanges, Indiana Scheduled Prescription Electronic Collection & Tracking (INSPECT) and any other sources, to ensure that the care for members is adequately coordinated and appropriately managed. Through data analysis and predictive modeling, the Contractor will identify members who are at the highest risk for hospitalization or relapse, or high cost and/or high utilization in the future. In addition, the Contractor will gather information about the level and type of existing care and/or case management services that the member may already be receiving, for example, through a CMHC. The Contractor will use the information to identify gaps in the member's current treatment approach, and communicate those findings to the member's PMP (if applicable) or another appropriate physician.

The Contractor will assist the member, the member's family and the member's physician(s) to develop a care plan with specific objectives, goals and action protocols to meet identified needs. The Contractor will initiate and facilitate specific activities, interventions and protocols that lead to accomplishing the goals set forth in the care plan, and shall be responsible for developing strategies to facilitate timely and secure communication and information sharing between providers, caregivers, and stakeholders.

The care plan will include, at a minimum:

- Clinical history and pertinent family history;
- Diagnosis(es);
- Functional and/or cognitive status;
- Medical Equipment and Medical Equipment Suppliers;
- Immediate service needs;
- Use of services not covered by the program;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Accommodation needs (e.g., special appointment times, alternative formats) and auxiliary aids and services;
- Barriers to care (i.e. language, transportation, etc.);
- PMP, if applicable;
- Care/case manager from a service delivery system, for members with one;
- Psychosocial support resources;
- Local community resources;
- Family member/caregiver/facilitator resources and contact information;
- Behavioral health status;
- Intensity of services;
- Assigned case coordinator for disease management, care management, complex case management, or RCP;
- Member self-management goals;
- Clearly identified, member-centered, and measurable long-term goals and objectives;
- Clearly identified, member-centered, and measurable short-term goals and objectives;
- Key milestones towards meeting short-term and long-term goals and objectives;
- Planned interventions and contacts with member, providers and/or service delivery system; and
- Assessment of progress, including input from family, if appropriate.

The Contractor will have standard protocols in place to assess, plan, implement, re-assess and evaluate members, minimally including:

- Pain;
- Trouble sleeping;
- Anxiety / depression;
- Medications – poly-pharmacy and gaps in prescription refills;
- Skin;
- Bowel / bladder;
- Transitions;
- Health Maintenance – preventive care;
- Health Maintenance – chronic disease management;
- Mobility;
- Nutrition;
- Advance care planning;
- Caregiver burden;
- Oral health;
- Physical and sexual abuse;
- Avoiding unwanted pregnancy;
- Preventing choking from inappropriate supervision with eating; and
- Appropriate gait evaluation and adaptive equipment use to prevent fractures.

When developing the care plan, in addition to working with a multidisciplinary team of qualified health care professionals, the Contractor must ensure that there is a mechanism for members, their families (including biological, foster, or adoptive, as appropriate), or others chosen by the member to be actively involved in the care plan development. The Contractor will provide necessary information and support to allow the individual to participate and to actively engage in the process. The care plan must reflect cultural considerations of the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

member. In addition, the care plan development process must be conducted in plain language, and be accessible to the disabled and limited English proficient. The Contractor must ensure that the care management plan is provided to the member's PMP (if applicable) or other significant providers. The Contractor must also provide the member the opportunity to review the care plan as requested.

Services called for in the care plan will be coordinated by the Contractor's care coordination staff, in consultation with any other care managers already assigned to a member by another entity (i.e. CMHC, county, provider, or a treatment facility). The Contractor's care managers for Complex Case Management and RCP must be licensed physician assistants, registered nurses, therapists or social workers and have training, expertise and experience in providing case management and care coordination services for individuals with complex health needs, including individuals with behavioral health needs and/or developmental disabilities. The Contractor's care managers will work in partnership with a member's providers and other caregivers to ensure that the members' overall care is coordinated and well managed. Each member will have an assigned care manager, and each of the Contractor's care managers may be assigned to multiple members. However, for Complex Case Management and RCP, the member to coordinator ratio will not exceed 50:1, unless otherwise approved in writing by the State.

Care plans will delineate a variety of "low touch" and "high touch" interventions and approaches ranging from member educational mailings, telephone contacts with members and providers, face-to-face visits, in-home visits, and telephonic outreach. Interventions may range from passive mailings for preventive care reminders to home visits by the care manager. The Contractor shall maintain a State approved care plan and indicate which interventions and approaches will be used. The care plan shall also describe successful interventions and approaches used to gain maximum benefit for each care coordination stratification level.

Care plans shall be generally developed in accordance with the member's current level of service stratification level, as detailed below.

3.8.3.1 Disease Management Care Plans

Disease management care plans may be fairly basic or more involved depending on member needs. The simplest of plans would contain documentation of a member's stratification level, the condition(s) for which the member should receive disease management, the schedule of disease management interventions for those conditions, and contact information for the member's primary provider(s). Disease management care plans must include a schedule for distributing disease state related information, prevention and appointment reminders as well as an annual review.

3.8.3.2 Care Management Care Plans

Care management care plans will include all elements of disease management. The care plan will identify the problems, barriers and issues related to the individual's health care needs. It will address goals, objectives and interventions to meeting the needs of the individual. The Contractor will use a multi-disciplinary team skilled in nursing, social work and behavioral health, with knowledge of local community resources to implement protocol-driven care modules for members. This will include action steps to be followed when needs are identified. This

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

team is responsible for the initial assessment and on-going re-assessment and evaluation of care management members.

Care plans should anticipate volatile healthcare needs, including a need for immediate respite, medical advice or home health care. Care management care plans should foresee possible crisis situations where immediate additional support is needed to prevent hospitalizations, long-term care or poor outcomes. The Care Plan must describe how the Contractor will manage care for these members, including after business hours.

The Contractor will engage the member's PMP (if applicable) or other significant provider(s) in care management through ongoing, direct interaction between the provider and the multidisciplinary care management team.

3.8.3.3 Complex Case Management Care Plans

Complex case management services are defined by multiple medical needs, high risk issues such as significant deterioration in health status or ongoing lack of self-management skills due to personal issues, cognitive impairment, mental illness, lack of social supports, or multiple co-morbidities. Complex case management care plans will include all elements of disease management and care management, as well as higher levels of support. The Medical Director shall be available to consult with the clinicians on the case management team as needed to develop the care plans for high-risk cases. The Contractor will use a multi-disciplinary team skilled in nursing, social work and behavioral health, with knowledge of local community resources to implement protocol-driven care modules for members. Care plans will delineate the frequency and mode of contacts with members, minimally monthly. Care plans will incorporate additional expertise as needed based on the person's health conditions, disabilities, pharmacy, and other urgent management needs.

Care plans should anticipate volatile healthcare needs, including a need for immediate respite, medical advice or home health care. Home health care is defined as limited part-time or intermittent skilled nursing care and home health aide services, physical therapy, occupational therapy, speech-language therapy, medical social services, durable medical equipment (such as wheelchairs, hospital beds, oxygen, and walkers), medical supplies, and other services (see also: 42 CFR § 440.70).

Care plans should foresee possible crisis situations where immediate additional support is needed to prevent hospitalizations, long-term care or poor outcomes. The Contractor shall manage care for these members, including after business hours.

The Contractor will provide complex case management through consultation services with the PMP (if applicable) and other providers to facilitate communication, engaging providers, maximizing the providers' ability to manage disease, minimizing providers' use of unnecessary referrals and reducing the need for hospitalization and ER utilization. Care plans for complex case management services must include a schedule for contact with the PMP (if applicable) and other providers. In

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

crisis situations, contact with the member, PMP (if applicable) and other providers is expected to be immediate, frequent and intense and not less than monthly.

The Contractor will engage the member's PMP (if applicable) and other significant providers in complex case management activities through ongoing, direct interaction between the provider(s) and the multidisciplinary care management team.

The Contractor will assertively engage members and providers in the development of a complex case management plan to help members regain optimum health or improved functional capability, in the right setting and in a cost-effective manner. The member may choose to become actively engaged in learning about their health condition(s) and participating with their medical team through the member focused approach. In the alternative, a member may be unable to actively participate or may choose to remain more passive, in which case, the provider focused approach would be more appropriate. Each approach for the development of complex case management care plans is detailed below.

3.8.3.3.1. Complex Case Management- Member Focus

Care plans for members who actively participate in case management and in need of complex case management services will include a focus on communication with the PMP (if applicable), other providers, and the member's natural support system, with emphasis on the responsibilities and actions of the member. The complex case management plan will identify the problems, barriers and issues related to the individual's health care needs and identify strategies for best engaging the member in his/her own treatment. It will address goals, objectives and interventions to meeting the needs of the individual.

3.8.3.3.2. Complex Case Management- Provider Focus

Care plans for members needing complex case management but who are unable or unwilling to actively engage will focus on the needs of the individual through communication with the PMP (if applicable), other providers and the member's natural supports system. The complex case management plan will identify the problems, barriers and issues related to the individual's health care needs and recognize why, due to the person's condition or other reasons, the member cannot actively participate. It will address goals, objectives and interventions to meeting the needs of the individual.

In contact with the member, the member may not be actively engaged in coordinating with their medical team, however, the Contractor must engage the member in learning about the member's health condition and follow the case management plan developed.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

3.8.3.4 RCP Care Plans

The Contractor is required to develop a treatment plan for the RCP members, and must monitor and document whether RCP restrictions should continue.

3.8.4 Reassessments

The Contractor will develop a process for reviewing and updating the care plans with members on an as-needed basis, including upon reassessment of functional need when the member's circumstances or needs change significantly, or at the request of the member, but no less often than annually per 42 CFR 441.301(c)(3). It is expected that members in complex case management and RCP will have care plans reviewed and updated on a schedule more often than annually.

In addition, members may move between stratified levels of care groups over time as their needs change, therefore, the Contractor shall develop a protocol for re-evaluating members periodically to determine if their present care levels are adequate. The Contractor shall also identify triggers which would immediately move the member to a more assistive level of service. The Contractor must at minimum re-screen and conduct a comprehensive health assessment for members who have been in the program for three (3) years. Additionally, any member or provider can request a level of care redetermination at any time.

The Contractor must also have a process for how members can request and, if available, be offered a different case manager according to the member's preferences and language/cultural needs.

3.9 Twenty-Four (24)-hour Nurse Call Line

The Contractor shall provide nurse triage telephone services for members to receive medical advice twenty-four (24) hours-a-day/seven (7)-days-a-week from trained medical professionals. The twenty-four (24)-hour Nurse Call Line should be well publicized and designed as a resource to members to help discourage inappropriate emergency room use, particularly for members in disease management. The twenty-four (24)-hour Nurse Call Line may share location information of nearby urgent care clinics. The twenty-four (24)-hour Nurse Call Line shall have a system in place to communicate all issues with the member's PMP.

3.10 Other Covered Benefits and Services

In addition to the benefits and services listed above, the Contractor shall also cover the following:

- **Evidence-based Diabetes self-management services** when the member obtains the services from IHCP self-referral providers. However, IC 27-8-14.5-6 also provides that coverage for diabetes self-management is subject to the requirements of the insurance plan (i.e., Contractor) when a member seeks diabetes self-management services from providers other than providers designated as IHCP self-referral providers. The statute also recognizes that eye care and podiatry, which may include diabetes self-management services, are self-referral services. The Contractor may direct its members to providers in the Contractor's network for diabetes self-management services. However, the Contractor shall cover diabetes self-management services if the member chooses an IHCP self-referral provider outside the Contractor's network.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- The Contractor shall provide evidence-based **prenatal care programs** targeted to avert untoward outcomes in high-risk pregnancies. The Contractor must have a comprehensive member outreach strategy to make persons aware of the benefits available to pregnant members and the importance of early and continuous prenatal care.

- The Contractor shall provide evidence-based postpartum care, **newborn health care, and parenting education.**

3.11 Carved-out Services

Some services are not included in the Contractor's capitation rates for the Hoosier Healthwise populations and, therefore, are not the responsibility of the Contractor. These services are referred to as "carved-out" services. Carved-out services, as defined by the State, include services that are carved out of managed care program coverage, meaning that they are the financial responsibility of the State to provide to managed care members via fee-for-service (FFS) Medicaid benefits. This definition also includes services that could potentially require a managed care member to be disenrolled from a managed care plan and instead be reenrolled into traditional Medicaid to obtain the FFS benefit.

The State fiscal agent pays on a FFS basis for carved-out services rendered to the Contractor's members. However, under some circumstances, services related to the carved-out services are the responsibility of the Contractor for reimbursement.

Listed below are the carved-out services in the Hoosier Healthwise program and the conditions under which related services are the Contractor's responsibility. The Hoosier Healthwise MCE Policies and Procedures Manual describes these carved-out services in greater detail.

3.11.1 Medicaid Rehabilitation Option (MRO) Services

The Contractor is not responsible for claims reimbursement for such services. However, the Contractor is responsible for ensuring care coordination, as described in Section 3.7.4, with physical and other behavioral health services for individuals receiving MRO services. See the Provider Reference Module Medicaid Rehabilitation Option Services for specific codes for MRO services.

3.11.2 1915(i) State Plan Home and Community-Based Services

The State has three (3) 1915(i) State Plan Home and Community-Based services programs: Behavioral and Primary Healthcare Coordination (BPHC), Adult Mental Health and Habilitation (AMHH) and Children's Mental Health Wraparound (CMHW). These services are carved-out of the Contractor's financial responsibility. The Contractor shall coordinate with 1915(i) services to prevent duplication and fragmentation of services. A listing of carved-out 1915(i) services is provided in the Provider Reference Module Medicaid Rehabilitation Option Services.

3.11.3 Individualized Family Services Plan (IFSP) services

IFSP services provided to Hoosier Healthwise members under the FSSA First Steps program are carved-out from the Contractor's responsibility. However, the Contractor should provide care coordination to these special needs children.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

3.11.4 Individualized Education Plan (IEP) services

IEP services provided to Hoosier Healthwise members by a school are carved-out from the Contractor's responsibility. However, the Contractor should communicate and coordinate with the school to ensure continuity of care and avoid duplication of services.

3.12 Excluded Services

The Hoosier Healthwise program exclude some benefits from coverage under managed care. These benefits are available under traditional Medicaid or other waiver programs and are therefore excluded from the programs as described below. A member who is, or will be, receiving excluded services must be disenrolled from managed care in order to be eligible for the services. Excluded services are defined by the State as services that are not covered under Indiana Medicaid (see also: 405 IAC 5-29-1).

The Contractor is responsible for the member's care until the member is disenrolled from the plan unless stated otherwise. The Hoosier Healthwise MCE Policies and Procedures Manual describe member disenrollment in greater detail.

Listed below are the services excluded from the Hoosier Healthwise program.

3.12.1 Long-Term Institutional Care

Package A members requiring long-term care in a nursing facility or Intermediate Care Facility for the Individuals with Intellectual Disability (ICF/IID) must be disenrolled from the Hoosier Healthwise program and converted an appropriate IHCP eligibility category. The Contractor must work with the facility to determine the type of stay, rehabilitative or custodial, upon admission and follow up every five (5) business days of confirm the type of stay. The Contractor must also contact the State eligibility unit within ten (10) business days upon confirming a custodial stay with the facility to ensure the member is transitioning to another eligibility category. Before the nursing facility can be reimbursed by IHCP for the care provided, the nursing facility must request a Pre-Admission Screening Resident Review (PASRR) for nursing facility placement. The State must then approve the PASRR request, designate the appropriate level of care in *CoreMMIS* and disenroll the member from Hoosier Healthwise. The Contractor must coordinate care for its members that are transitioning into long-term care by working with the facility to ensure timely submission of the request for a PASRR, as described in the IHCP Provider Manual. The Contractor is responsible for payment for up to sixty (60) calendar days for its members placed in a long-term care facility while the level of care determination is pending.

However, the Contractor may obtain services for its members in a nursing facility setting on a short-term basis, i.e., for fewer than thirty (30) calendar days. This may occur if this setting is more cost-effective than other options and the member can obtain the care and services needed in the nursing facility. The Contractor may negotiate rates for reimbursing the nursing facilities for these short-term stays. All over-the-counter, legend, and non-legend drugs, including physician-administered drugs are not considered allowable costs and should not be included in the per diem rate. All drugs must be reimbursable through the pharmacy benefit but may be subject to prior authorization and safety edits that are no more restrictive than Fee-for-Service. The Contractor may request disenrollment of a member in these cases.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

3.12.2 Hospice

Hospice care is not covered under the Hoosier Healthwise program; however, terminally ill members may qualify for hospice care under the fee-for-service Medicaid program once they are disenrolled from Hoosier Healthwise. Hospice care is a special way of caring for people who are terminally ill, and for their family. This care includes physical care and counseling. Hospice care is covered under Hospital Insurance (see also: 42 CFR § 418.3).

The hospice provider can submit a hospice election form for the member to the IHCP Prior Authorization Unit. The IHCP Prior Authorization Unit will then initiate the disenrollment of the member from managed care and facilitate hospice coverage. The Contractor must coordinate care for its members that are transitioning into hospice by providing to an IHCP hospice provider any information required to complete the hospice election form for the Contractor's terminally ill members desiring hospice, as described in the IHCP Hospice Provider Manual.

3.12.3 1915(c) Home-and-Community-Based Services (HCBS) Waiver

Home- and community-based waiver services are also excluded from the Hoosier Healthwise program. Similar to the situations described above, members who have been approved for these waiver services must be disenrolled from managed care and the Contractor must coordinate care for its members that are transitioning into a HCBS waiver program until the disenrollment from Hoosier Healthwise is effective.

3.12.4 Psychiatric Treatment in a State Hospital

Hoosier Healthwise members receiving psychiatric treatment in a state hospital will be disenrolled from Hoosier Healthwise.

3.12.5 Psychiatric Residential Treatment Facility (PRTF) Services

Unless covered by an EPSDT exception, members receiving treatment in a psychiatric residential treatment facility (PRTF) are not the Contractor's responsibility and will be disenrolled from Hoosier Healthwise.

3.13 Continuity of Care

FSSA is committed to providing continuity of care for members as they transition between various IHCP programs and the Contractor's enrollment. The Contractor shall have mechanisms in place to ensure the continuity of care and coordination of medically necessary health care services for its Hoosier Healthwise members. The State emphasizes several critically important areas where the Contractor shall address continuity of care. Critical continuity of care areas include, but are not limited to:

- Transitions for members receiving HIV, Hepatitis C and/or behavioral health services, especially for those members who have received prior authorization from their previous MCE or through fee-for-service;
- Transitions for members who are pregnant;
- A member's transition into the Hoosier Healthwise program from traditional fee-for-service or HIP;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- A member's transition between MCEs, particularly during an inpatient stay;
- A member's transition between IHCP programs;
- Members exiting the Hoosier Healthwise program to receive excluded services;
- A member's exiting the Hoosier Healthwise program to receive excluded services;
- A member's transition to a new PMP;
- A member's transition to private insurance or Marketplace coverage; and
- A member's transition to no coverage.

In situations such as a member or PMP disenrollment, the Contractor shall facilitate care coordination with other MCEs or other PMPs. When receiving members from another MCE or fee-for-service, the Contractor shall honor the previous care authorizations for a minimum of ninety (90) calendar days from the member's date of enrollment with the Contractor. Contractor shall establish policies and procedures for identifying outstanding prior authorization decisions at the time of the member's enrollment in their plan. For purposes of clarification, the date of member enrollment for purposes of the prior authorization time frames set forth in this section begin on the date the Contractor receives the member's fully eligible file from the State.

Additionally, when a member transitions to another source of coverage, the Contractor shall be responsible for providing the receiving entity with information on any current service authorizations, utilization data and other applicable clinical information such as disease management, case management or care management notes. This process shall be overseen by the Transition Coordination Manager.

The Contractor will be responsible for care coordination after the member has disenrolled from the Contractor whenever the member disenrollment occurs during an inpatient stay. In these cases, the Contractor will remain financially responsible for the hospital DRG payment and any outlier payments (without a capitation payment) until the member is discharged from the hospital or the member's eligibility in Medicaid terminates. The Contractor shall coordinate discharge plans with the member's new MCE.

See Section 3.7.5 for additional requirements regarding continuity of care for behavioral health services. The Hoosier Healthwise MCE Policies and Procedures Manual describes the Contractor's continuity and coordination of care responsibilities in more detail.

3.14 Out-of-Network Services

With the exception of certain self-referral services described in Section 3.2, and the requirements to allow continuity of care for pregnant women transferring to Contractor as described in Section 3.13, the Contractor may limit its coverage to services provided by in-network providers once the Contractor has met the network access standards set forth in Section 5. However, in accordance with 42 CFR 438.206(b)(4), which relates to coverage of out-of-network services, the Contractor shall authorize and pay for out-of-network care if the Contractor is unable to provide necessary covered medical services within sixty (60) miles of the member's residence by the Contractor's provider network. In addition, the State may also require the Contractor to begin providing out-of-network care in the event the Contractor is unable to provide necessary covered medical services within the Contractor's provider network within specified timeliness standards defined by the State.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The Contractor shall authorize these out-of-network services in the timeframes established and shall adequately cover the services for as long as the Contractor is unable to provide the covered services in-network. The Contractor shall require out-of-network providers to coordinate with the Contractor with respect to payment. Per 42 CFR 438.206(b)(5), the cost to the member for out-of-network services shall be no greater than it would be if the services were furnished in-network.

The Contractor may require providers not contracted in the Contractor's network to obtain prior authorization from the Contractor to render any non-self-referral or non-emergent services to Contractor members. If the out-of-network provider has not obtained such prior authorization, the Contractor may deny payment to that out-of-network provider. The Contractor shall cover and reimburse for all authorized, routine care provided to its members by out-of-network providers.

The Contractor shall reimburse any out-of-network provider's claim for authorized services at an amount not less than one hundred percent (100%) of the Medicaid fee-for-service rate.

The Contractor may not require an out-of-network provider to acquire a Contractor-assigned provider number for reimbursement. An NPI number shall be sufficient for out-of-network provider reimbursement. Pursuant to IC 27-1-37.5-24, the Contractor may not base medical necessity of an emergency health care service on whether the service was provided by a participating or nonparticipating provider. Any restriction on the coverage of an emergency health care service provided by a nonparticipating provider may not be greater than the restriction that applies when the service is provided by a participating provider.

3.14.1 Out-of-Network Provider Reimbursement

The Contractor shall reimburse any out-of-network provider's claim for authorized services provided to Hoosier Healthwise members at a rate it negotiates with the out-of-network provider, or the lesser of the following:

- The charges billed by the provider; or
- One hundred percent (100%) of the established Indiana Medicaid FFS reimbursement rates that exist for participating IHCP providers at the time the service was rendered.

3.14.2 Directed Payment for Eligible Out-of-State Children's Hospitals

In accordance with IC 12-15-15-1.2, the Contractor is required to reimburse inpatient hospital and outpatient hospital services provided by eligible out-of-state children's hospitals at one hundred thirty percent (130%) of the Medicaid reimbursement rate. This applies to claims for Hoosier Healthwise members that are less than nineteen (19) years of age. Per 42 CFR § 440.20, outpatient hospital services mean preventive, diagnostic, therapeutic, rehabilitative, or palliative services that:

- (1) are furnished to outpatients;
- (2) are furnished by or under the direction of a physician or dentist; and
- (3) are furnished by an institution that:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- (i) is licensed or formally approved as a hospital by an officially designated authority for State standard-setting; and
- (ii) meets the requirements for participation in Medicare as a hospital; and

- (4) may be limited by a Medicaid agency in the following manner: A Medicaid agency may exclude from the definition of "outpatient hospital services" those types of items and services that are not generally furnished by most hospitals in the State.

Eligible out-of-state children's hospitals are children's hospitals located in a state that borders Indiana. In addition, the out-of-state children's hospital must be a freestanding general acute care hospital, or a facility located within a freestanding general acute care hospital that is:

- Designated by the Medicare program as a children's hospital; or
- Furnishes inpatient and outpatient health care services to patients who are predominantly individuals less than nineteen (19) years of age

If a hospital does not meet the requirements of HEA 1305, the hospital is not eligible for this reimbursement program and shall be paid at the out-of-network reimbursement rate. In-state children's hospitals residing within Indiana are not eligible for this reimbursement program as they should be paid using the Hospital Assessment Fee factor. A list of eligible hospitals is provided to the Contractor.

The Contractor shall reimburse eligible out-of-state children's hospitals at one hundred thirty percent (130%) of the Medicaid increased reimbursement rate except for the following:

- For inpatient claims, the increase does not apply to the capital per-diem, medical education per-diem (if applicable), or the outlier payment (if applicable).
- For outpatient claims, the increase does not apply to clinical laboratory codes, details billed with revenue code 274, or details billed with revenue code 636.

3.15 Enhanced Services

The State encourages the Contractor to cover programs that enhance the general health and well-being of its Hoosier Healthwise members, including programs that address preventive health, risk factors or personal responsibility. These enhanced programs and services are above and beyond those covered in the Hoosier Healthwise program.

In addition, all enhanced services shall comply with the member incentives guidelines set forth in Section 6.2.2 and other relevant state and federal rules regarding inducements. All enhanced services offered by the Contractor must be pre-approved by FSSA prior to initiating such services.

Enhanced services may include, but are not limited to, such items as:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Enhanced transportation arrangements (i.e., transportation to obtain pharmacy services, attend member education workshops on nutrition, healthy living, parenting, prenatal classes, etc.);

- Enhanced tobacco dependence treatment services;

- Disease management programs or incentives beyond those required by the State;

- Healthy lifestyles incentives;

- Group visits with nurse educators and other patients;

- Medical equipment or devices not already covered under the Hoosier Healthwise program to assist in prevention, wellness, or management of chronic conditions; and

- Cost effective supplemental services which can provide services in a less restrictive setting.

While member enhancements and incentives can be powerful tools, these programs need to be thoughtfully designed to ensure there are no unintended consequences, for example increasing disparities or limiting access. To this end, the State has developed guidance to encourage the Contractor to consider the following set of guiding principles in their design and implementation as building blocks of member enhancements and incentives:

- Culturally sensitive – Ensuring cultural sensitivity is necessary to provide successful outcomes, as cultural norms differ and may need to be incentivized differently;

- Unbiased – Creating unbiased enhancements and incentives are necessary to comply with federal laws. Incentives must not leave out any groups on the basis of ethnicity, education, race, social class, ability, etc.);

- Possess equity – Equality is not enough when providing enhanced services and incentives, rather maintaining equity should also be considered (equality would be providing a pair of size ten (10) shoes to everyone; equity is providing a pair of the correct size shoes to everyone);

- Communicated appropriately in a timely manner – Incorporate the most appropriate and farthest reaching vehicle to communicate the enhanced benefit and incentive so as not to exclude members (e.g., lack of literacy and technology should be considered). Appropriate messaging should capture high quality outcomes;

- Be relevant – If barriers exist that prevent members from using the enhanced service and incentive, the incentive will not hold much value (e.g., a member is given a gym membership as an incentive but does not have the transportation to get to the gym).

It is important to note the process of designing member enhanced services and incentives is complex and the Contractor will need to consider underlying disparities and social determinants of health including community needs, and local planning efforts.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Member enhanced services and incentives must not reinforce disparities or perpetuate inequality within or between communities, particularly in terms of how disparate subpopulations access wellness services and support.

3.16 Opioid Treatment Program (OTP)

The Contractor shall provide coverage for the daily Opioid Treatment Program (OTP). A daily opioid treatment program includes administration and coverage of an FDA-approved opioid agonist or antagonist medication-assisted treatment (MAT) medication, routine drug testing, group therapy, individual therapy, pharmacological management, follow-up examinations and one evaluation and management office visit every ninety (90) days for the management of patient activities identified in the individualized treatment plan that assist in patient goal attainment, including referrals to other service providers and linking patients to recovery support groups. OTP coverage will include those members as defined by FSSA and approved by CMS. The MCE will be responsible for OTP services provided by the provider type Addictions Provider and the provider specialty OTP as defined in the IHCP Provider Enrollment Type and Specialty Matrix.

Eligible members include:

- Members eighteen (18) years and older who have become addicted at least one year prior to admission and are placed in the Opioid Treatment Services (OTS) Level of Care according to all six (6) dimensions of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria.
- Members under eighteen (18) years of age and have had two documented unsuccessful attempts at short-term withdrawal management or drug free treatment within a twelve (12)-month period.
- All members released from penal institution (within six (6) months of release).
- Pregnant members.
- Previously treated members (up to two (2) years after discharge).

3.17 Dental Services

Dental services are critical to ensuring the overall health of IHCP members. As such, dental services are a covered benefit under the Hoosier Healthwise program per Exhibit 3.B Program Description and Covered Benefits that the Contractor is responsible for managing and reimbursing. The Contractor will develop a comprehensive oral health strategy, in consultation with dental providers, that ensures appropriate utilization of this benefit by members consistent with dental standards of care.

3.18 Non-Emergency Medical Transportation Services

Non-emergency medical transportation (NEMT) services are a covered benefit under the Hoosier Healthwise program per Exhibit 3.B Program Description and Covered Benefits that the Contractor is responsible for managing and reimbursing. NEMT services are intended for members who have no other means of transportation available to them.

Under the Consolidated Appropriations Act, 2021, Division CC, Title II, Section 209 the Contractor must provide for a mechanism, which may include attestation, that ensures any provider (including a transportation network company) or individual driver of non-emergency transportation to medically necessary services receiving payments under such plan (but

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

excluding any public transit authority), meets specified minimum requirements. These minimum requirements under the State Plan must include that:

- Each provider and individual driver are not excluded from participation in any federal health care program (as defined in section 1128B(f) of the Act) and are not listed on the exclusion list of the Inspector General of the Department of Health and Human Services;
- Each such individual driver has a valid driver's license;
- Each such provider has in place a process to address any violation of a State drug law; and
- Each such provider has in place a process to disclose to the State Medicaid program the driving history, including any traffic violations, of each such individual driver employed by such provider, including any traffic violations.

3.19 Residential Substance Use Disorder (SUD) Services

Short-term low-intensity and high intensity residential treatment for opioid use disorder (OUD) and other substance use disorder (SUD) in settings of all sizes, including facilities that qualify as institutes of mental disease (IMDs) are a covered benefit under the Hoosier Healthwise program per Exhibit 3.B Program Description and Covered Benefits that the Contractor is responsible for managing and reimbursing.

Prior authorization (PA) is required for all residential SUD stays. Admission criteria for residential stays for OUD or other SUD treatment is based on the following American Society of Addiction Medicine (ASAM) Patient Placement Criteria:

- ASAM Level 3.1 – Clinically Managed Low-Intensity Residential Services
- ASAM Level 3.5 – Clinically Managed High-Intensity Residential Services

When residential services are determined medically necessary for a member, the Contractor will approve a minimum of fourteen (14) days for residential treatment, unless the facility requests fewer than fourteen (14) days. If a facility determines that a member requires more time than the initial fourteen (14) days, the facility should submit a PA update request showing that the member has made progress but can be expected to show more progress given more treatment time. An additional length of stay can be approved based on documentation of medical necessity.

4. Member Services

4.1 Marketing and Outreach

Limited marketing efforts will be permitted at the sole discretion of the State of Indiana. In accordance with 42 CFR 438.104, and the requirements outlined in Section 4.5, the Contractor must obtain State approval for all marketing materials at least thirty (30) calendar days prior to distribution. All marketing materials must be distributed to the Contractor's entire service area and shall comply with the information requirements delineated at 42 CFR 438.104 and should include the requirements and benefits of the Contractor's health plans, as well as the Contractor's provider network. Such materials shall be in a manner and format that is easily understood and meet the general communication material requirements discussed in Section 4. Marketing materials should include the requirements and benefits of the Contractor's health plan, as well as the Contractor's provider network.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The Contractor may offer to potential members tokens or gifts of nominal value, as long as the Contractor acts in compliance with all marketing provisions provided for in 42 CFR 438.104, which addresses marketing activities, and other federal and state regulations and guidance regarding inducements in the Medicare and Medicaid programs. The Contractor shall conduct marketing and advertising in a geographically balanced manner, paying special attention to rural areas of the State. The Contractor shall provide information to potential eligible individuals who live in medically underserved rural areas of the State.

Any outreach and marketing activities (written and oral) shall be presented and conducted in an easily understood manner and format, at a fifth (5th)-grade reading level.

The Contractor may not seek to influence enrollment in conjunction with the sale or offering of any private insurance and may not directly, or indirectly engage in door-to-door, telephone, email, texting, or other cold-call marketing activities. Cold-call marketing is defined at 42 CFR 438.104 and includes any unsolicited personal contact by the Contractor with a potential Medicaid member. The Contractor shall ensure marketing materials are accurate and do not mislead, confuse or defraud members or the State. Statements considered inaccurate, false, or misleading include, but are not limited to, any assertion or written or oral statement that:

- The member or potential member must enroll in the Contractor's health plan to obtain benefits or to avoid losing benefits;
- The Contractor is endorsed by CMS, the federal or state government or a similar entity; or
- The Contractor's health plan is the only opportunity to obtain benefits under the Hoosier Healthwise program.

The Contractor cannot entice a potential member to join its health plan by offering any other type of insurance as a bonus for enrollment, and the Contractor shall ensure that a potential member can make his/her own decision as to whether or not to enroll. Marketing materials and plans shall be designed to reach a distribution of potential members across age and gender categories. The Contractor must conduct marketing and advertising in a geographically balanced manner, paying special attention to rural areas of the State. The Contractor must provide information to potentially eligible individuals who live in medically underserved rural areas of the State. Potential members may not be discriminated against on the basis of health status or need for health care services, or on any other basis inconsistent with state or federal law, including Section 1557 of the Affordable Care Act / 45 CFR 92.1.

The Contractor shall submit product naming and associated domains to FSSA for review and approval to minimize confusion for members and providers.

4.2 Member Enrollment and Contractor Selection

Hoosier Healthwise applicants have an opportunity to select an MCE on their application. The Enrollment Broker is available to assist members in choosing an MCE. Additionally, once determined eligible for Hoosier Healthwise, the member has a fourteen (14)-day choice period to select an MCE; if no selection has been made after fourteen (14) days the MCE will be auto assigned according to the State's auto assignment methodology. The State reserves the right to amend the auto-assignment logic and may incorporate HEDIS or other quality indicators into the auto-assignment logic at a future date. Default auto-assignment will not be available to any MCE who does not successfully complete readiness review. Members that lose Medicaid eligibility for the HHW program for a period of two (2) months or less shall be automatically reenrolled with the Contractor in accordance with 42 CFR 438.56(g).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

Members will have the opportunity to change their MCE at the following intervals:

1. Within ninety (90) days of starting coverage,
2. At least once every twelve (12) months thereafter
3. At any time using the just cause process (defined below)

Any Medicaid member may change their MCE for Just Cause. The "for cause" reasons are described in 42 CFR 438.56(d)(2). Determination as to whether a member has met one of these reasons is solely the determination of the Enrollment Broker and FSSA. The reasons include, but not limited to, the following:

- Receiving poor quality of care;
- Failure to provide covered services;
- Failure of the Contractor to comply with established standards of medical care administration;
- Lack of access to providers experienced in dealing with the member's health care needs;
- Significant language or cultural barriers;
- Corrective action levied against the Contractor by the office;
- Limited access to a primary care clinic or other health services within reasonable proximity to a member's residence;
- A determination that another MCE's formulary is more consistent with a new member's existing health care needs;
- Lack of access to medically necessary services covered under the Contractor's contract with the State;
- A service is not covered by the Contractor for moral or religious objections, as described in Section 6.3.2;
- Related services are required to be performed at the same time and not all related services are available within the Contractor's network, and the member's provider determines that receiving the services separately will subject the member to unnecessary risk;
- The member's primary healthcare provider disenrolls from the member's current MCE and reenrolls with another MCE. The enrollee would have to change their residential, institutional, or employment supports provider based on that provider's change in status from an in-network to an out-of-network provider and, as a result, would experience a disruption in their residence or employment; or
- Other circumstances determined by the office or its designee to constitute poor quality of health care coverage.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

4.2.1 Enrollment and Practice Discrimination

Per 42 CFR 438.3(d), the Contractor shall accept individuals eligible for enrollment in the order in which they apply without restriction. The Contractor shall not, on the basis of health status or need for health care services, discriminate against individuals eligible to enroll. Additionally, the Contractor shall not discriminate against individuals eligible to enroll on the basis of race, color, age, national origin, sex, sexual orientation, gender identity, genetic information, income status, Hoosier Healthwise membership, or disability and will not use any policy or practice that has the effect of discriminating in such manner.

Examples of prohibited practices include, but are not limited to, the following:

1. Denying or not providing a member any covered service or access to an available facility,

2. Providing to a member any medically necessary covered service which is different, or is provided in a different manner or at a different time from that provided to other members, other public or private patients or the public at large, except where medically necessary,

3. Subjecting a member to segregation or separate treatment in any manner related to the receipt of any covered service; restricting a member in any way in their enjoyment of any advantage or privilege enjoyed by others receiving any covered service, and

4. Assigning times or places for the provision of services on the basis of the race, color, age, national origin, sexual orientation, gender identity, genetic information, income status, Hoosier Healthwise membership, or disability of the members to be served.

The Contractor shall assure members their rights as specified in 42 CFR 438.100.

The Contractor shall ensure members and individuals with disabilities are accommodated to actively participate in the provision of services and have physical access to facilities, procedures and exams. For example, the Contractor shall provide appropriate auxiliary aids and services to individuals with impaired sensory, manual, or speaking skills. The Contractor shall provide accommodations to members and individuals with disabilities at no cost to afford such individuals an equal opportunity to benefit from the covered services.

If the Contractor knowingly executes a subcontract with a provider with the intent of allowing or permitting the provider to implement barriers to care, (i.e. the terms of the subcontract act to discourage the full utilization of services by some members) the Contractor is in default of its Contract.

If the Contractor identifies a problem involving discrimination or accommodations for individuals with disabilities by one of its providers, the Contractor shall promptly intervene and require a corrective action plan from the provider. Failure to take prompt corrective measures may place the Contractor in default of its Contract.

Contractor shall also adhere to Section 1557 of the Affordable Care Act / 45 CFR 92.1.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

4.2.2 Enrollment Packet

Within five (5) calendar days of a new member's full enrollment with the Contractor in accordance with Section 4.4, the Contractor shall send the new member a Welcome Packet based on the State's model enrollee handbook. All information in the Enrollment Packet shall meet the general information requirements set forth in this section and shall be submitted for State review and approval prior to distribution in accordance with Section 4.5. The Welcome Packet shall include, but not be limited to, a new member letter, explanation of where to find information about the Contractor's provider network, where to locate the member handbook including a summary of items found in the member handbook as described in Section 4.4.1, and the member's ID card. The Contractor shall be responsible for issuing member ID cards to all of the Contractor's new Hoosier Healthwise members as well as any member who loses their card or has it stolen. Refer to the Hoosier Healthwise MCE Policies and Procedures Manual for specific information regarding Hoosier Healthwise member ID card requirements, the exclusively used unique Medicaid-specific Bank Identification number (BIN) and Processor Control Number (PCN), and group number identifiers for pharmacy benefits (as reference in CMS 42 CFR 438.3(s)).

The Welcome Packet shall include information about selecting a PMP, completing a health needs screening and any unique features of the Contractor. For example, if the Contractor incentivizes members to complete a health needs screening, a description of the member incentive should be included in the Welcome Packet.

4.2.3 PMP Selection

The Contractor shall ensure that each member has a PMP who is responsible for coordinating the services accessed by the member and providing an ongoing source of primary care appropriate to the member's needs in accordance with 42 CFR 438.208(b)(1). Following a member's enrollment, the Contractor must assist the member in choosing a PMP and provide information to the member on how to contact their designated PMP or entity. Unless the member elects otherwise, the member shall be assigned to a PMP within thirty (30) miles of the member's residence.

If a member fails to initially select a PMP, the Contractor shall assign the member to a PMP within thirty (30) calendar days of the member's enrollment. The member must be assigned to a PMP within thirty (30) miles of the member's residence, and the Contractor should consider any prior provider relationships when making the assignment. FSSA must approve the Contractor's PMP auto-assignment process prior to implementation, and the process must comply with any guidelines set forth by FSSA. See the Hoosier Healthwise MCE Policies and Procedures Manual for further detail. The Contractor shall notify the member in writing of the auto-assigned provider, the member's right to change PMP, as well as the process by which the member may change PMP.

The Contractor shall have written policies and procedures for allowing members to select a new PMP, including PMP auto-assignment, and provide information on options for selecting a new PMP when it has been determined that a PMP is non-compliant with provider standards (i.e. quality of care) and is terminated from the MCE, or when a PMP change is ordered as part of the resolution to a grievance proceeding. The MCE shall allow the member to select another PMP.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The notice shall include information on options for selecting a new PMP. The Contractor's written policies and procedures for PMP selection must be approved by FSSA.

Providers that may serve as PMPs include internal medicine physicians, general practitioners, family medicine physicians, pediatricians, obstetricians, gynecologists, endocrinologists (if primarily engaged in internal medicine), and physician extenders.

4.2.4 Provider Network Information

The Enrollment Packet shall include information on where to find information about the Contractor's provider network. Additionally, the Contractor shall include a current provider directory and/or information on how to find a network provider near the member's residence on-line and via the Member Helpline. In accordance with 42 CFR 438.10(h), the provider directory must include the following information:

- Primary care physicians, specialists and hospitals
- Name, location and telephone number of providers
- Identification of non-English language spoken by providers
- Provider web sites, if applicable
- If the provider has accommodations for people with physical disabilities
- Pharmacies and behavioral health providers
- Contact information for all brokers contracted with the MCE
- Identification of providers that are not accepting new patients

A printed copy of the provider directory must also be available to members and FSSA upon request. The Contractor must include the aforementioned provider network information, by county, on its member website. The information must be updated, at minimum, every two (2) weeks. Network provider information must be available to print from a remote user location.

4.2.5 Children with Special Health Care Needs

The Contractor shall have plans for provision of care for the special needs populations and for provision of medically necessary, specialty care through direct access to specialists. The Hoosier Healthwise managed care program uses the definition and reference for children with special health care needs as adopted by the Maternal and Child Health Bureau (MCHB) and published by the American Academy of Pediatrics (AAP):

> "Children with special health care needs are those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally."

The health screening tool will assign children to one of the Living with Illness Measures (LWIM) screener health domains based on the National Committee on Quality Assurance study design. The scoring for the LWIM screener identifies a

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

child as potentially having a special health care need if the screening identifies needs in one or more of seven (7) different health domains:

- Functional limitations only
- Dependency on devices only
- Service use or need only
- Functional limitations and a dependency on devices
- Functional limitations and a service use or need
- Dependency on devices and a service use or need
- Functional limitations, a dependency on devices and a service use or need

In accordance with 42 CFR 438.208(c)(2), which specifies allowable staff, the Contractor shall have a *health care professional* assess the member through a detailed health assessment if the health screening identifies the member as potentially having a special health care need. When the further assessment confirms the special health care need, the member must be placed in care management. The Contractor shall offer continued coordinated care services to any special health care needs members transferring into the Contractor's membership from another MCE. For example, Contractor activities supporting special health care needs populations shall include, but are not limited to:

- Conducting the initial screening and more detailed health assessment to identify members who may have special needs;
- Scoring the initial screening and more detailed health assessment results;
- Distributing findings from the health assessment to the member's PMP, FSSA and other appropriate parties in accordance with state and federal confidentiality regulations;
- Coordinating care through a Special Needs Unit or comparable program services in accordance with the member's care plan;
- Analyzing, tracking and reporting to FSSA the issues related to children with special health care needs, including grievances and appeals data; and
- Participating in clinical studies of special health care needs as directed by the State.

4.2.6 Member Disenrollment from MCE

In accordance with 42 CFR 438.56(b)(2), the Contractor may neither terminate enrollment nor encourage a member to disenroll because of a member's health care needs, adverse change in a member's health care status, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs (except when his or her continued enrollment seriously impairs the Contractor's ability to furnish services to the member or other members). A member's health care utilization patterns may not serve as the basis for disenrollment from the Contractor.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

In accordance with 42 CFR 438.3(q)(5); 42 CFR 438.56(c)(1); and 42 CFR 438.56(c)(2)(i)-(iii), members have the right to disenroll from the Contractor:

- For cause, at any time.
- Without cause within ninety (90) days after initial enrollment or during the ninety (90) days following notification of enrollment, whichever is later.
- Without cause at least once every twelve (12) months.
- Without cause when a Contractor repeatedly fails to meet substantive requirements in sections 1903(m) or 1932 of the Social Security Act or 42 CFR 438, 42 CFR 438.56(b)-(d), and section 1932(e)(2)(B)(ii) of the Social Security Act.
- Without cause upon reenrollment if a temporary loss of enrollment has caused the enrollee to miss the annual disenrollment period.

In accordance with 42 CFR 438.56(d)(2)(i)-(v), members may request disenrollment if the:

- Member moves out of the service area.
- Contractor does not cover the service the enrollee seeks, because of moral or religious objections.
- Member needs related services to be performed at the same time and not all related services are available within the provider network. The member's provider must determine that receiving the services separate would subject the member to unnecessary risk.
- Contractor's provider status changes from in-network to out-of-network causes the member to have to change their residential, institutional, or employment supports provider, and, as a result, the member would experience a disruption in their residence or employment.
- Member experiences poor quality of care, lack of access to services covered under the Contract, or lack of access to providers experienced in dealing with the member's care needs.

See additional standards and procedures allowing for change of Contractor in the Member Handbook section.

The Contractor shall notify FSSA in the manner outlined in the Hoosier Healthwise MCE Policies and Procedures Manual, within thirty (30) calendar days of the date it becomes aware of the death of one of its members, giving the member's full name, address, Social Security Number, member identification number and date of death. The Contractor will have no authority to pursue recovery against the estate of a deceased Medicaid member.

Additional information about the member disenrollment process is provided in Exhibit 4.A and the Hoosier Healthwise MCE Policies and Procedures Manual.

Members must file a grievance with their MCE before a determination will be made upon their just cause request for disenrollment and the Contractor must ensure it reviews the grievance in time to permit the disenrollment to be effective no later than the first day of the second month following the month in which the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

enrollee requests disenrollment or the Contractor refers the request to the broker per 42 CFR 438.56(d)(5)(ii), 42 CFR 438.56(e)(1) and 42 CFR 438.228(a).

Per 42 CFR 438.56(e)(2), if a disenrollment determination is not made within the specified timeframes (i.e., the first day of the second month following the month in which the enrollee requests disenrollment or the Contractor refers the request to the broker), the disenrollment is considered approved for the effective date that would have been established had the determination been made in the specified timeframe.

4.3 Member-Contractor Communications

The Contractor will be responsible for developing and maintaining member education programs designed to provide members with clear, concise and accurate information about the Contractor's program, the Contractor's network and the Hoosier Healthwise program. This should be delivered in a multimedia format that does not exclusively consist of telephonic and written correspondence outreach. The State encourages the Contractor to incorporate community advocates, community health workers, support agencies, health departments, other governmental agencies and public health associations in its outreach and member education programs.

The Contractor shall maintain strategies for communicating with members. Contractor communication strategies must meet the requirements of Section 4 and provide innovative approaches to ensure member understanding of the Hoosier Healthwise program. The Contractor shall also develop approaches to increase member awareness of their health condition(s), treatment protocols and the importance of preventive care.

4.3.1 Member Services Helpline and twenty-four (24)-Hour Nurse Line

The Contractor shall maintain a statewide toll-free telephone helpline staffed with trained personnel knowledgeable about the Hoosier Healthwise program equipped to handle a variety of member inquiries, including the ability to address member questions, concerns, complaints and requests for PMP changes. The same helpline shall be available to Hoosier Healthwise members, so that members may call one number to answer all the family's questions. The helpline staff must be based in Indiana and take at a minimum seventy percent (70%) of Indiana Medicaid calls, except when emergency rollover is required. The State must be notified if such an emergency is taking place. A minimum of fifty percent (50%) of helpline staff must be employees of the prime Contractor.

The Contractor shall staff the member services helpline to provide sufficient "live voice" access to its members during, at a minimum, a twelve (12)-hour business day, from 8 a.m. to 8 p.m. Eastern, Monday through Friday. The call center shall open sixty (60) days prior to the Contractor's go live date, with State approval. The Contractor shall provide a voice message system that informs callers of the Contractor's business hours and offers an opportunity to leave a message after business hours. Calls received in the voice message system shall be returned within one (1) business day.

The member helpline may be closed on the following holidays:

- New Year's Day;
- Martin Luther King, Jr. Day
- Memorial Day;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Independence Day (July 4th);
- Labor Day;
- Thanksgiving; and
- Christmas.

The Contractor may request additional days, such as the day after Thanksgiving, be authorized for limited staff attendance. This request must be submitted to FSSA at least thirty (30) calendar days in advance of the date being requested for limited staff attendance and must be approved by FSSA.

For all days with a closure, early closing or limited staff attendance, members shall have access to the twenty-four (24)-Hour Nurse Call Line as appropriate. Call center closures, limited staffing or early closures shall not burden a member's access to care.

The member services helpline shall offer language translation services for members whose primary language is not English and shall offer automated telephone menu options in English and Spanish. A member services messaging option shall be available after business hours in English and Spanish. The Contractor shall provide Telecommunications Device for the Deaf (TDD) services for hearing impaired members. There must also be at least one (1) fluent Burmese speaker and one (1) fluent Spanish speaker physically present (i.e., not via a language translation line) to answer member calls during all "live" operating hours.

Member services helpline staff shall be trained in the Hoosier Healthwise program to ensure that member questions and concerns are resolved as expeditiously as possible. The Contractor shall have the ability to warm transfer members to outside entities including the Enrollment Broker, the Division of Family Resources (DFR) and provider offices. Additionally, the Contractor shall ensure the warm transfer of calls for members that require attention from a Contractor care manager. The Contractor shall ensure the care manager has access to all information necessary to resolve the member's issues. Any messages left with care managers must be returned by the next business day.

The Contractor shall maintain a system for tracking and reporting the number and type of members' calls and inquiries it receives during business hours and non-business hours. The Contractor shall monitor its member services helpline service and report its telephone service level performance to FSSA in the timeframes and specifications described in the Hoosier Healthwise MCE Reporting Manual.

The Contractor's member services helpline staff shall be prepared to efficiently respond to member concerns or issues including, but not limited to the following:

- Access to health care services;
- Identification or explanation of covered services;
- Special health care needs;
- Procedures for submitting a member grievance or appeal;
- Potential fraud or abuse;
- Changing PMPs;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Premium payment requirements (for Package C only)
- Required copays (for Package C only)
- Incentive programs;
- Disease management services, care management and complex case management services;
- Balance billing issues;
- Referrals to local services or community-based organizations for assistance; and
- Health crises, including but not limited to suicidal callers.

Upon a member's enrollment with the Contractor, the Contractor shall inform the member about the member services helpline. The Contractor should encourage its members to call the member services helpline as the first resource for answers to questions or concerns about Hoosier Healthwise, PMP issues, benefits, Contractor policies, etc.

The Contractor shall maintain sufficient equipment and staff to ensure the following:

- For any calendar month, at least ninety-seven percent (97%) of all phone calls to the helpline must reach the call center menu within thirty (30) seconds.
- For any calendar month, at least eighty-five percent (85%) of all phone calls to an approved automated helpline must be answered by a helpline representative within thirty (30) seconds after the call has been routed through the call center menu. Answered means that the call is picked up by a qualified helpline staff person.
- For any calendar month, at least ninety-five percent (95%) of all phone calls to an approved automated helpline must be answered by a helpline representative within sixty (60) seconds after the call has been routed through the call center menu. Answered means that the call is picked up by a qualified helpline staff person.
- If the Contractor does not maintain an approved automated call distribution system, for any calendar month, at least ninety-five percent (95%) of all phone calls to the helpline must be answered within thirty (30) seconds.
- Hold time does not exceed one (1) minute in any instance, or thirty (30) seconds, on average.
- For any calendar month, the lost call (abandonment rate) associated with the helpline does not exceed five percent (5%).

The Contractor shall provide a backup solution for phone service in the event of a power failure or outage or other interruption in service. Such plan shall include, at minimum, the following:

- A notification plan that ensures FSSA is notified when the Contractor's phone system is inoperative or a back-up system is being utilized; and
- Manual back-up procedure to allow requests to continue being processed if the system is down.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

In addition to the member services helpline which is staffed during regular business hours, the Contractor shall operate a toll-free twenty-four (24) hour nurse call line. The Contractor shall provide nurse triage telephone services for members to receive medical advice twenty-four (24) hours-a-day/seven (7)-days-a-week from trained medical professionals. The twenty-four (24) hour nurse call line should be well publicized and designed as a resource to members to help discourage inappropriate Emergency room use. The twenty-four (24) hour nurse call line must have a system in place to communicate all issues with the member's providers. In addition, as set forth in Section 3.9, the 24-Hour Nurse Call Line must be equipped to provide advice for Hoosier Healthwise members seeking services from hospital Emergency departments.

4.3.2 Electronic Communications

The Contractor shall provide an opportunity for members to submit questions or concerns electronically, via e-mail and through the member website. If a member e-mail address is required to submit questions or concerns electronically to the Contractor, the Contractor shall help the member establish a free e-mail account.

The Contractor shall respond to questions and concerns submitted by members electronically within one (1) business day. If the Contractor is unable to answer or resolve the member's question or concern within one (1) business day, the inquiry becomes a grievance. For information on grievances and appeals, see Section 4.9.

The Contractor shall maintain the capability to report on e-mail communications received and responded to, such as total volume and response times. The Contractor shall report required information to the State on electronic communications in accordance with the requirements outlined in the Reporting Manual.

The Contractor shall collect information on member's preferred mode of receipt of Contractor-generated communications and send materials in the selected format. Options shall include the ability to receive paper communications via mail or electronic communications through email or a secure web portal when confidential information is to be transmitted. When a member notifies the Contractor of selection to receive communications electronically, that choice shall be confirmed through regular mail with instructions on how to change the selection if desired. Additionally, emails shall be sent to members alerting them anytime an electronic notice is posted to the portal; no confidential information shall be included in emails. In the event such a notification email is returned as undeliverable, the Contractor shall send the notice by regular mail within three (3) business days of the failed email. When applicable, the Contractor shall comply with a member's preferred mode of communication.

4.4 Member Information, Education and Outreach

The Contractor shall provide the information listed under this section within a reasonable timeframe, following the notification from the State fiscal agent of the member's enrollment in the Contractor. This information shall be included in the member handbook.

The Contractor shall notify all members of their right to request and obtain information in accordance with 42 CFR 438.10. In addition to providing the specific information required at 42 CFR 438.10(f) upon enrollment in the Welcome Packet as described in Section 4.2.2, the Contractor shall notify members at least once a year of their right to request and obtain this

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

information. Individualized notice shall be given to each member of any significant change in this information at least thirty (30) days before the intended effective date of the change. Significant change is defined as any change that may impact member accessibility to the Contractor's services and benefits.

The Contractor shall comply with the information requirements at 42 CFR 438.10. All enrollment notices, informational and instructional materials must be provided in a manner and format that is easily understood. This means written materials shall not exceed a fifth-grade reading level and shall be in plain language. All written materials for members or potential members shall be in a font size no smaller than twelve (12)-point.

In accordance with 42 CFR 438.10(e), the State must provide potential members with general information about the basic features of managed care and information specific to each MCE operating in the potential member's service area. At minimum, this information will include factors such as MCE service area; benefits covered; network provider information; information about the potential enrollee's/member's right to disenroll consistent with the requirements of 42 CFR 438.56 and which explains clearly the process for exercising this disenrollment right, as well as the alternatives available to the potential enrollee/member based on their specific circumstance; which populations are excluded from enrollment, subject to mandatory enrollment, or free to enroll voluntarily in the program (for mandatory and voluntary populations, the length of the enrollment period and all disenrollment opportunities available to the member must also be specified; any cost-sharing that will be imposed by the Contractor consistent with those set forth in the State plan; and the Contractor's responsibilities for coordination of member care.

The State shall provide information on HHW MCEs in a comparative chart-like format. Once available, the State also intends to include Contractor quality and performance indicators on materials distributed to facilitate MCE selection. The State reserves the right to develop a rating system advertising Contractor performance on areas such as consumer satisfaction, network access and quality of care and services. To facilitate State development of these materials, the Contractor must comply with State, or its designee, requests for information needed to develop informational materials for potential members. The Contractor shall make written information available in the language requested by the member. See Section 4.4.1. At the time of enrollment with the Contractor, the State shall provide the primary language of each member. The Contractor shall utilize this information to ensure communication materials are distributed in the appropriate language. In addition, the Contractor shall identify additional languages that are prevalent among the Contractor's membership. For purposes of this requirement, prevalent language is defined as any language spoken by at least three percent (3%) of the general population in the Contractor's service area. Written information shall be readily provided to members in any such prevalent languages identified by the Contractor. Other non-prevalent languages shall be provided to the member following the requirements outlined in Section 4.4.1.

As required by 42 CFR 438.10(d)(3), the Contractor shall take into consideration the special needs of the member or potential enrollee with disabilities or limited English proficiency and make auxiliary aids available upon request, at no cost. Additionally, per the regulation, the Contractor shall ensure that written materials that are critical to obtaining services also include taglines in the State's top fifteen (15) prevalent non-English languages and in a conspicuously visible font size explaining the availability of written translation or oral interpretation to understand the information provided, information on how to request auxiliary aids and services, and include the toll-free and TTY/TDY telephone number of the Contractor's member/customer service unit. For other significant publications and significant communications, a tagline must be included in the State's top two (2) languages spoken by limited English proficient populations. To the extent possible, written materials shall not exceed a fifth (5^{th})-grade reading level. The Contractor will provide auxiliary aids and services,

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

like qualified interpreters or information in accessible formats, free of charge and in a timely manner, to ensure an equal opportunity to participate in the program.

Pursuant to the Americans with Disabilities Act of 1990 (ADA) / 42 USC §12101 et. seq., all communications with members must be consistent with the ADA's prohibition on unnecessary inquiries into the existence of a disability. Contractor shall have information available in alternative formats and through the provision of auxiliary aids and services for the Contractor's health programs and activities, in an appropriate manner that takes into consideration the member's needs, including those who have visual impairment or limited reading proficiency, and at no cost to the member.

The Contractor shall distribute member materials as required by this Contract. Required materials, described below, include member handbooks, provider directories, quarterly member newsletters and identification cards at a minimum. The Contractor may distribute additional materials and information, other than those required to members in order to promote health and/or educate enrollees provided the materials are State approved. Materials, to the extent possible, shall be in plain language including the Member Handbook.

4.4.1 Additional Information Available Upon Request

The Contractor shall have written policies guaranteeing to provide all other information to members as required by CMS, including but not limited to the following information to any enrollee who requests it.

The Contractor shall inform members that information is available upon request in alternative formats and how to obtain them at no cost. OMPP defines alternative formats as braille, large font letters, audio recordings, languages other than English and verbal explanation of written materials. When a member has requested materials in a preferred alternative format, this shall be documented in the member's record. The Contractor shall supply future materials in the requested and preferred format to the member. The Contractor may review with the member and document the specific material type the member wishes to receive in a specific format versus other formats. For example, a member may wish to receive certain materials in braille and other materials in audio recordings.

As required by 42 CFR 438.10(c)(6), if the Contractor chooses to provide any required information electronically to members:

- The information must be in a format that is readily accessible.
- The information must be placed in a location on the Contractor's website that is prominent and readily accessible.
- The information must be provided in an electronic form which can be electronically retained and printed.
- The information must be consistent with content and language requirements.
- The Contractor must notify the member that the information is available in paper form without charge upon request.
- The Contractor must provide, upon request, information in paper form within five (5) business days.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Unless a member specifically states their alternative format request is a one-time request, the Contractor shall consider the request an ongoing request and supply all future materials in the preferred format to the member.

For first-time or one-time requests from a member, the Contractor shall mail the alternative version of the document in no more than seven (7) business days from the date of the request. If, for example, the member received a wellness visit reminder flyer and called the Contractor to ask for the flyer to be sent in braille, the Contractor shall take no more than seven (7) business days to mail the braille version from the date of the member request call.

For first-time or one-time requests from a member, when the mailing is governed by NCQA or statutory requirements, the Contract shall have two (2) additional days from the NCQA or statutory timeframe to mail the document if no mailing has yet been sent to the member.

For first-time or one-time requests from a member, when the mailing is governed by NCQA or statutory requirements and the statutory notice has already been fulfilled with a regular printed letter, the Contractor shall mail the alternate version of the document in no more than seven (7) business days from the date of the request.

For existing on-going alternate format requests, the Contractor shall have two (2) additional business days from when the document would normally be required to be mailed, to mail the document in the alternate format. If, for example, a member had previously requested materials in braille, and an ID card would be sent to the member in five (5) business days, the timeline would be seven (7) business days for the braille version. The additional two (2) days applies for Contract requirements (such as ID cards) and additional mailings at the will of the Contractor, such as a wellness visit reminder postcard.

For existing on-going alternate format requests which must comply with NCQA or State law requirement, such as utilization management letters, the Contractor shall mail the documents in the alternate format within the statutory or NCQA required timeline.

The Contractor shall provide notification to FSSA, to the Enrollment Broker and to its members of any covered services that the Contractor or any of its sub-contractors or networks do not cover on the basis of moral or religious grounds and guidelines for how and where to obtain those services, in accordance with 42 CFR 438.102 which relates to provider-enrollee communications. This information shall be relayed to the member before and during enrollment and within ninety (90) calendar days after adopting the policy with respect to any particular service. Refer to Section 6.3.2 for additional information.

The Contractor shall inform the members that, upon the member's request, the Contractor will provide information on the structure and operation of the Contractor and, in accordance with 42 CFR 438.10(f)(3), will provide information on the Contractor's provider incentive plans.

Grievance, appeal and fair hearing procedures and timeframes shall be provided to members in accordance with 42 CFR 438.10(g)(2)(xi), which requires specific information be provided to enrollees. Please see Section 4.9 for further information about grievance, appeal and fair hearing procedures, as well as the kind of information that the Contractor shall provide to members.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

The Contractor shall be responsible for developing and maintaining member education programs designed to provide the members with clear, concise and accurate information about the Contractor's program, and the Contractor's network. The State encourages the Contractor to incorporate community advocates, support agencies, health departments, other governmental agencies and public health associations in its outreach and member education programs. The State encourages the Contractor to develop community partnerships with these types of organizations, in particular with school-based health centers, community mental health centers, WIC clinics, county health departments and prenatal clinics to promote health and wellness within its membership.

As required by 42 CFR 438.10(f)(1), the Contractor is required to provide written notice of a provider's disenrollment to any member that has received primary care services from that provider or otherwise sees the provider on a regular basis going back twelve (12) months. Such notice must be provided to members at least thirty (30) calendar days prior to the effective date of the termination. However, if the practice or practitioner notifies the Contractor less than thirty (30) days prior to the effective date of the termination, the Contractor shall then notify members as soon as possible but no later than fifteen (15) calendar days after receipt of the notification from the practice or practitioner.

Additionally, upon the request of a member, the Contractor shall also provide information on the structure and operation of the health plan as well as information on physician incentive plans in place per 42 CFR 438.10(f)(3) and 42 CFR 438.3(i).

In the first and third quarter of every Contract year, the Contractor shall identify members who are potentially eligible for the Supplemental Nutritional Assistance Program (SNAP). The Contractor shall use the federal poverty level of one hundred thirty percent (130%) to identify potentially eligible members. The Contractor shall conduct an educational outreach campaign to the members identified as potentially eligible. The Contractor does not need to outreach to all potentially eligible members at once, but can conduct outreach on a rolling basis during the quarter identified and the following quarter (e.g., reach out to each potentially eligible member once in the first or second quarter and once again in the third or fourth quarter of every Contract year). The educational information provided to members shall include information on SNAP benefits, eligibility, and how to enroll. The Contractor shall develop communication strategies that meet the requirements of this section, and provide innovative approaches to ensure member understanding of the program. The Contactor shall, at minimum, provide program information to the member through required notices and other communications prescribed by the State.

The Contractor's educational activities and services shall also address the needs of specific program subpopulations (e.g., pregnant women, newborns, early childhood, at-risk members, children with special needs) as well as its general membership. The Contractor must have a comprehensive patient outreach strategy to make persons aware of the benefits available to pregnant members and the importance of early and continuous prenatal care. The Contractor shall demonstrate how these educational interventions reduce barriers to health care, social supports, and improve outcomes for members.

The Contractor shall have in place policies and procedures to ensure that materials are accurate in content, accurate in translation relevant to language or alternate formats and do not defraud, mislead or confuse the member. The

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Contractor shall provide information requested by the State, or the State's designee, for use in member education and enrollment, upon request.

4.4.2 Member and Stakeholder Education and Engagement

The Contractor must convene local and regional member and patient advocacy organization advisory committees and develop strategies to facilitate member participation at least quarterly. The Contractor shall maintain methods to facilitate member and member advocacy organization participation, for example, providing transportation, interpretation services, or personal care assistance. The Contractor shall invite patient advocacy organizations to each meeting, especially focusing on organizations with a focus on special health care needs such as ARC of Indiana, Covering Kids and Families, About Special Kids, and Family Voices.

The Contractor shall inform and educate members of the State's Beneficiary Advisory Council and where to find additional information. The Contractor shall provide this information, at the very least, during member and patient advocacy organization advisory committees.

The committee shall review member materials, including the member handbook and website, and review the Contractor's Health Equity and Cultural Competency plan.

The Contractor shall also develop a formal process for ongoing education of stakeholders prior to, during and after implementation of the Hoosier Healthwise program. This includes publicizing methods by which members can ask questions regarding the Hoosier Healthwise program. Stakeholders include, but are not limited to, providers, advocates and members. The Contractor shall submit this education plan to FSSA for review and approval in the timeframe and manner determined by the State.

4.4.3 Member Handbook

The Contractor shall develop a member handbook for its members and disseminate it as required under 42 CFR 438.10(g)(3)(i)-(iv). The Contractor is required to provide members notice of any significant change, as defined by the State, in the information specified in the member handbook at least 30 days before the intended effective date of the change per 42 CFR 438.10(g)(4). Within five (5) calendar days of a new member's full enrollment with the Contractor in accordance with Section 4.5, the Contractor shall develop and send the member a Member Handbook. The Contractor's member handbook shall be submitted annually for FSSA's review, and any time changes are made. The member handbook shall include the Contractor's contact information and Internet website address, and describe the terms and nature of services offered by the Contractor, including the following information required under 42 CFR 438.10(f), which enumerates certain required information. The State provides a model handbook for the Contractor to use when developing their member handbook. The member handbook may be offered in an electronic format as long as the Contractor complies with 42 CFR 438.10(c)(6). The Hoosier Healthwise MCE Policies and Procedures Manual outlines the member handbook requirements.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

Per 42 CFR 438.10(g)(3)(i)-(iv), member handbook information is considered to be provided to the member if the Contractor:

- Mails a printed copy of the information to the member's mailing address;
- Provides the information by email after obtaining the member's agreement to receive the information by email;
- Posts the information on its website and advises the member in paper or electronic form that the information is available on the Internet and includes the applicable Internet address, provided that enrollees with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; OR
- Provides the information by any other method that can reasonably be expected to result in the member receiving that information.

The Hoosier Healthwise member handbook shall include the following:

- Contractor's contact information (address, telephone numbers, TDD number, website address);
- The toll-free telephone number for member services, medical management, and any other unit providing services directly to members;
- The amount, duration and scope of services and benefits available under the Contract in sufficient details to ensure that members are informed of the services to which they are entitled, including, but not limited to the differences between the benefit options;
- Information about the EPSDT benefit and how to access services within and outside the Contractor;
- The procedures for obtaining benefits, including authorization requirements and/or referrals for specialty care and other benefits not furnished by the member's primary care provider;
- Information on accessing transportation, including how it is provided for any carved-out benefits per 42 CFR 438.10(g)(2)(i);
- Contractor's office hours and days, including the availability of a twenty-four (24)-hour Nurse Call Line;
- Any restrictions on the member's freedom of choice among network providers, as well as the extent to which members may obtain benefits, including family planning services, from out-of-network providers;
- The extent to which, and how, after-hours and emergency coverage are provided, as well as other information required under 42 CFR 438.10(g)(2)(v), such as what constitutes an emergency condition or service, the fact that prior authorization is not required for emergency services, and that the enrollee has a right to use any hospital or other setting for emergency care;
- The post-stabilization care services rules set forth in 42 CFR 422.113(c);
- The extent to which, and how, urgent care services are provided;
- Applicable policy on referrals for specialty care and other benefits not provided by the member's PMP, if any;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Information about the availability of pharmacy services and how to access pharmacy services;
- Information about all relevant or applicable State ombudsman programs;
- Member rights and protections, as enumerated in 42 CFR 438.100, which relates to enrollee rights. See Section 4.8 for further detail regarding member rights and protections;
- A description of case manager role and responsibilities;
- Responsibilities of members;
- Special benefit provisions (for example, co-payments, deductibles, limits or rejections of claims) that may apply to services obtained outside the Contractor's network;
- Information on how and where to access any benefits provided by the State, including any applicable cost cost-sharing policies per 42 CFR 438.10(g)(2)(ii) and 42 CFR 438.10(g)(viii);
- Procedures for obtaining out-of-network services;
- Standards and expectations to receive preventive health services;
- Policy on referrals to specialty care;
- Explanation that the member is not required to obtain a referral before choosing a family planning provider;
- Procedures for notifying members affected by termination or change in any benefits, services or service delivery sites, including access to the Contractor's transition of care policy and how to access continued services upon transition per 42 CFR 438.62;
- Procedures for appealing decisions adversely affecting members' coverage, benefits or relationship with the Contractor;
- Information on how to access non-emergency medical transportation and how the member can access assistance with their responsibilities for scheduling, using, and cancelling rides through the Contractor's transportation broker or care management;
- Procedures for selecting and changing PMPs;
- Standards and procedures for changing MCEs, and circumstances under which this is possible, including, but not limited to providing contact information and instructions for how to contact the enrollment broker to transfer MCEs due to one of the "for cause" reasons described in 42 CFR 438.56(d)(2), including, but not limited to, the following:
    - Receiving poor quality of care;
    - Failure to provide covered services;
    - Failure of the Contractor to comply with established standards of medical care administration;
    - Lack of access to providers experienced in dealing with the member's health care needs;
    - Significant language or cultural barriers;
    - Corrective action or intermediate sanctions levied against the Contractor per 42 CFR 438.56(c)(2)(iv);

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Limited access to a primary care clinic or other health services within reasonable proximity to a member's residence;
- A determination that another MCE's formulary is more consistent with a new member's existing health care needs;
- Lack of access to medically necessary services covered under the Contractor's contract with the State;
- A service is not covered by the Contractor for moral or religious objections, as described in Section 6.3.2;
- Related services are required to be performed at the same time and not all related services are available within the Contractor's network, and the member's provider determines that receiving the services separately will subject the member to unnecessary risk;
- The member's primary healthcare provider disenrolls from the member's current MCE and reenrolls with another MCE; or
- Other circumstances determined by the office or its designee to constitute poor quality of health care coverage.

▪ The process for submitting disenrollment requests. This information shall include the following:

- When members may change MCEs (as detailed in Section 4.2);
- Members are required to exhaust the MCE's internal grievance and appeals process before requesting an MCE change;
- Members may submit requests to change MCEs to the Enrollment Broker verbally or in writing, after exhausting the MCE's internal grievance and appeals process;
- The MCE shall provide the Enrollment Broker's contact information and explain that the member must contact the Enrollment Broker with questions about the process. This information shall include how to obtain the Enrollment Broker's standardized form for requesting an MCE change; and
- The process by which an American Indian/ Alaska Native member may elect to opt-out of managed care pursuant to 42 USC § 1396u–2(a)(2)(C) and transfer to fee-for-service benefits through the State;

▪ Procedures for making complaints and recommending changes in policies and services;

▪ Grievance, appeal and fair hearing procedures as required at 42 CFR 438.10(g)(2)(xi), including the following:

- The right to file grievances and appeals;
- The requirements and timeframes for filing a grievance or appeal;
- The availability of assistance in the filing process;
- The toll-free numbers that the member can use to file a grievance or appeal by phone;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- The fact that, if requested by the member and under certain circumstances: (1) benefits will continue if the member files an appeal or requests a State fair hearing within the specified timeframes; and (2) the member may be required to pay the cost of services furnished during the appeal if the final decision is adverse to the member.

- For a State hearing, describe (i) the right to a hearing, (ii) the method for obtaining a hearing, and (iii) the rules that govern representation at the hearing.
- Information about how to exercise advance directives;
- How to report suspected fraud or abuse;
- How to report a change in income, change in family size, etc.;
- Availability and how to access oral interpretation for any language, written translation that is available in prevalent languages, and auxiliary aids and services upon request at no cost for enrollees with disabilities per 42 CFR 438.10(d)(5);
- Information on alternative methods or formats of communication for visually and hearing-impaired and non-English speaking members and how members can access those methods or formats;
- Information on how to contact the Enrollment Broker;
- Statement that Contractor will provide information on the structure and operation of the health plan; and
- In accordance with 42 CFR 438.10(f)(3), that upon request of the member, information on the Contractor's provider incentive plans will be provided.

4.4.4 Member Website

The Contractor shall provide and maintain a website for members to access information pertaining to the Hoosier Healthwise program and the Contractor's services. The Contractor's member portal and website shall be designed with ease of access and intuitive navigation for all members. The website shall be in an FSSA-approved format (compliant with Section 508 of the US Rehabilitation Act) to ensure compliance with existing accessibility guidelines. The website shall be live and meet the requirements of this section on the effective date of the Contract. FSSA must pre-approve the Contractor's website information and graphic presentations. The website shall be accurate and current, culturally appropriate, written for understanding at a fifth (5^{th})-grade reading level, in plain language, and available in English and Spanish. The Contractor shall inform members that information is available upon request in alternative formats and how to obtain alternative formats. To minimize download and wait times, the website shall avoid techniques or tools that require significant memory or disk resources or require special intervention on the user side to install plug-ins or additional software. The Contractor must make a version available in a format that is optimized for mobile phone use. The Contractor will post on its State specific websites information regarding the State's Beneficiary Advisory Council including the website for additional information and referrals.

The Contractor shall date each web page, change the date with each revision and allow users print access to the information. The website must include the information required in the Enrollment Packet as described in Section 4.2.2. Such website information shall include, at minimum, the following:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- The Contractor's searchable provider network identifying each provider's specialty, service location(s), hours of operation, phone numbers, public transportation access and other demographic information as described in Section 5.11. The Contractor must update the on-line provider network information every two (2) weeks, at a minimum;

- The Contractor's contact information for member inquiries, member grievances and appeals;

- The Contractor's member services phone number, TDD number, hours of operation and after-hours access numbers, including the twenty-four (24)-hour Nurse Call Line;

- A member portal with access to electronic Explanation of Benefit (EOB) statements. Preventive care and wellness information. For Hoosier Healthwise, this information shall include information about well child visits and the Contractor's prenatal services;

- Information about the cost and quality of health care services, as further described in Section 4.4.8;

- A description of the Contractor's disease management programs and care coordination services;

- The member's rights and responsibilities, as enumerated in 42 CFR 438.100. Please see Section 4.8 for further details regarding member rights;

- The member handbook;

- Contractor-distributed literature regarding all health or wellness promotion programs that are offered by the Contractor;

- Contractor's marketing brochures and posters;

- The Health Insurance Portability and Accountability Act (HIPAA) privacy statement;

- Links to FSSA's website for general Medicaid and Hoosier Healthwise information;

- Per 42 CFR 438.10(i), information on pharmacy locations and preferred drug lists applicable to each program and benefit package in a machine-readable file and format as specified by the Secretary per 42 CFR 438.10(i)(3) and 42 CFR 457.1207;

- List of all prior authorization criteria for prescription drugs, including mental health drugs;

- Transportation access information;

- Information about how Hoosier Healthwise members may access dental services and how to access the Contractor's dental network;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- A list and brief description of each of the Contractor's member outreach and education materials;
- The executive summary of Contractor's Annual Quality Assessment and Performance Improvement Program Description Summary Report;
- Information on behavioral health covered services and resources; and
- A secure portal through which members may complete the health screening questionnaire described in Section 3.8.1.1.

4.4.5 Preventive Care Information

The Contractor is responsible for educating members regarding the importance of using preventive care services in accordance with preventive care evidence-based standards. For Hoosier Healthwise members under twenty-one (21) years of age, this would include information on EPSDT, well-child services and blood lead screenings. Further information on education requirements for disease specific conditions and disease management, care management and complex case management communications is provided in Section 3.8. The Contractor shall, on an ongoing basis, contact via all appropriate media any member who has not utilized preventive services or has no claims activity within the last fifteen (15) months to schedule preventive care.

4.4.6 Member Education

The Contractor shall provide members with general information about the benefits packages covered under the Hoosier Healthwise program. The Contractor shall have policies and procedures in place to ensure that member education information is accurate in content, accurate in translation relevant to language, and do not defraud, mislead, or confuse the member. Member education shall include, but not necessarily limited to the items noted below:

- Detailed information about the two (2) Benefits Packages and their requirement as it relates to the member's eligibility (i.e. Package A and Package C);
- How to access the health care system appropriately (i.e. keeping appointments, appropriate use of Emergency Room services, how to file grievances and appeals);
- Information on covered dental services;
- For Package C members, information on required copays for ambulance transportation and prescription drugs as required under 405 IAC 13-8-3 and 405 IAC 13-9-3.

4.4.7 Cost and Quality Information

Making cost and quality information available to members increases transparency and has the potential to reduce costs and improve quality. The Contractor shall make cost and quality information available to members in order to facilitate more responsible use of health care services and inform health care decision-making. Example cost information includes average cost of common services, urgent versus emergent care costs, etc.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

For services which may be at risk for improper payments, the Contractor must develop processes to verify with members that said targeted services billed by providers were actually received by said members, in order to obtain direct verification of services rendered and increase oversight. The Contractor's processes and procedures must be identified in the Contractor's Program Integrity Plan, identified in Section 7.1. Specific services for member verification may be identified by the OMPP PI Section and may change based upon fraud trends. Processes for verifying services with members shall be included in the Contractor's Program Integrity Plan.

The Contractor shall provide a member portal with access to electronic EOB statements for Hoosier Healthwise members.

Provider quality information shall also be made available to members. The Contractor must capture quality information about its network providers, and must make this information available to members. In making the information available to members, the Contractor shall identify any limitations of the data. The Contractor shall also refer members to quality information compiled by credible external entities (e.g., Hospital Compare, Leap Frog Group, etc.).

4.5 Member and Potential Member Communications Review and Approval

All member and potential member communications required in this section or otherwise developed by the Contractor must be pre-approved by FSSA. The Contractor must develop and include a Contractor-designated inventory control number on all member marketing, education, training, outreach and other member materials with a date issued or date revised clearly marked. The purpose of this inventory control number is to facilitate FSSA's review and approval of member materials and document its receipt and approval of original and revised documents.

The Contractor shall submit all member and potential member communications, including letters, bulletins, forms, advertisements, notices, handbooks, brochures and any other marketing, educational or outreach materials to FSSA for review and approval at least thirty (30) calendar days prior to expected use and distribution. Substantive changes to member and potential member communications shall also be submitted to FSSA for review and approval at least thirty (30) calendar days prior to use.

The Contractor shall not refer to or use the FSSA or other state agency name or logo in its member and potential member communications without prior written approval. The Contractor shall request in writing approval from FSSA for each desired reference or use at least thirty (30) calendar days prior to the reference or use. Any approval given for the FSSA or other state agency name or logo is specific to the use requested, and shall not be interpreted as blanket approval. The Contractor shall include the State program logo(s) in their marketing or other member communication materials upon FSSA request.

FSSA will assess liquidated damages as set forth in Exhibit 2.D and impose other authorized remedies for the Contractor's non-compliance in the use or distribution of any non-approved member or potential member communications.

All FSSA-approved member and potential member communication materials shall be available on the Contractor's member website within three (3) business days of distribution.

Per 42 CFR 438.10(c)(4)(ii), the Contractor is required to use state developed enrollee notices when notified by FSSA.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

4.6 Redetermination Assistance

Contractors may assist members in the eligibility redetermination process. Permitted assistance includes:

- Conducting outreach calls or sending letters to members reminding them to renew their eligibility and reviewing redetermination requirements with the member;
- Answering questions about the redetermination process;
- Helping the member obtain required documentation and collateral verification needed to process the application; and
- Refer the member with any eligibility relation questions to the DFR.

In providing assistance during redetermination, Contractors shall be prohibited from the following:

- Discriminate against members, particularly high-cost members or members that have indicated a desire to change MCEs;
- Talk to members about changing MCEs (if a member has questions or requests to change MCEs, the Contractor shall refer the member to the Enrollment Broker);
- Provide any indication as to whether the member will be eligible (this decision shall be made by DFR);
- Engage in or support fraudulent activity in association with helping the member complete the redetermination process;
- Sign the member's redetermination form; or
- Complete or send redetermination materials to DFR on behalf of the member.

Contractors shall provide redetermination assistance equally across the membership and be able to demonstrate to FSSA that their redetermination-related procedures are applied consistently for each member.

4.7 Member-Provider Communications

The Contractor shall comply with 42 CFR 438.102(a)(1) and section1932(b)(3)(A) of the Social Security Act, which requires that the Contractor must not prohibit or otherwise restrict a health care professional, acting within his or her lawful scope of practice, from advising or advocating on behalf of a member who is his or her patient regarding the following:

- The member's health status, medical care or treatment options, including any alternative treatment that may be self-administered, regardless of whether benefits for such care are provided under Medicaid or CHIP;
- Any information the member needs in order to decide among all relevant treatment options;
- The risks, benefits, and consequences of treatment or non-treatment; and
- The member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

This provision does not require the Contractor to provide coverage for a counseling or referral service if the Contractor objects to the service on moral or religious grounds in accordance with 42 CFR 438.102(a)(2) and section 1932(b)(3)(B)(i) of the Social Security Act. The Contractor may not take punitive action against a provider who requests an expedited resolution or supports a member's appeal as required by 42 CFR 438.410(b).

4.8 Member Rights

The Contractor shall guarantee the following rights protected under 42 CFR 438.100 to its members:

- The right to receive information on the managed care program and plan into which he/she is enrolled per 42 CFR 438.100(a)(1) and 42 CFR 438.100(b)(2)(i);
- The right to receive information in accordance with 42 CFR 438.10, which relates to informational materials;
- The right to be treated with respect and with due consideration for his or her dignity and privacy in accordance with 42 CFR 438.100(a)(1) and 42 CFR 438.100(b)(2)(ii);
- The right to receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand in accordance with 42 CFR 438.3(j)(2), 42 CFR 438.100(a)(1) and 42 CFR 438.100(b)(2)(iii);
- The right to participate in decisions regarding his or her health care, including the right to refuse treatment in accordance with 42 CFR 438.100(a)(1); 42 CFR 438.100(b)(2)(iv);
- The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in other federal regulations on the use of restraints and seclusion in accordance with 42 CFR 438.100(a)(1); 42 CFR 438.100(b)(2)(v);
- The right to request and receive a copy of his or her medical records, and request that they be amended or corrected, as specified in 42 CFR 438.100(a)(1), 42 CFR 438.100(b)(2)(vi) and the HIPAA Privacy Rule set forth in 45 CFR parts 160 and 164, subparts A and E, which address security and privacy of individually identifiable health information; and
- The right to be furnished health care services in accordance with 42 CFR 438.206 through 438.210, which relate to service availability, assurances of adequate capacity and services, coordination and continuity of care, and coverage and authorization of services.

The Contractor shall also comply with other applicable state and federal laws regarding member rights, as set forth in 42 CFR 438.100(d) and 42 CFR 438.100(a)(2).

The Contractor shall have written policies in place regarding the protected member rights listed above. The Contractor shall have a plan in place to ensure that its staff and network providers take member rights into account when furnishing services to the Contractor's members. Members shall be free to exercise protected member rights, and the Contractor shall not discriminate against or treat adversely, a member that chooses to exercise his or her rights in accordance with 42 CFR 438.100(a)(1) and 42 CFR 438.100(c).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

4.9 Member Grievances and Appeals

In compliance with 42 CFR 438.402(c)(1) and 42 CFR 438.408, the Contractor shall allow members to file appeals, grievances and State fair hearing requests (after receiving notice that an adverse benefit determination is upheld). The Contractor shall allow providers, or authorized representatives, acting on behalf of the member and with the member's written consent, to request an appeal, file a grievance, or request a State fair hearing request per 42 CFR 438.402(c)(1) and 42 CFR 438.408. The Contractor cannot require providers and/or members to use a specific form to submit an appeal.

The Contractor shall have a grievance and appeals system in place in accordance with 42 CFR 438.402(a) and 42 CFR 438.228 and establish written policies and procedures governing the process and resolution of grievances and appeals. At a minimum, the grievance system shall include a grievance process, a single-level appeal process, expedited review procedures, external review procedures and access to the State's fair hearing system. The Contractor's grievances and appeals system, including the policies for recordkeeping and reporting of grievances and appeals, shall comply with 42 CFR 438, Subpart F, which relates to the Contractor's grievance system, as well as IC 27-13-10 and IC 27-13-10.1 (if the Contractor is licensed as an HMO) or IC 27-8-28 and IC 27-8-29 (if the Contractor is licensed as an accident and sickness insurer), as described within the Hoosier Healthwise MCE Policies and Procedures Manual.

The term *inquiry* refers to a concern, issue or question that is expressed orally by a member that will be resolved by the close of the next business day

The term *grievance,* as defined in 42 CFR 438.400(b), is an expression of dissatisfaction about any matter other than an "adverse benefit determination" as defined below. This may include dissatisfaction related to the quality of care of services rendered or available, aspects of interpersonal relationships such as rudeness of a provider or employee or the failure to respect the member's rights. A grievance is a complaint about the way a member's health plan is giving care. For example, a member may file a grievance if the member has a problem calling the plan or if the member is unhappy with the way a staff person at the plan has behaved toward them. A grievance is not the way to deal with a complaint about a treatment decision or a service that is not covered (see *appeal*).

The term *appeal*, per 42 CFR §438.400(b), is defined as a request for a review of an adverse benefit determination. An appeal is a special kind of complaint a member may make if they disagree with a decision to deny a request for health care services or payment for services they've already received. A member may also make a complaint if they disagree with a decision to stop services that they are receiving. For example, a member may ask for an appeal if Medicare doesn't pay for an item or service they think they should be able to get. There is a specific process that a member's health plan must use when they ask for an appeal.

An *adverse benefit determination,* as defined in 42 CFR 438.400(b), is the:

- Denial or limited authorization of a requested service, including the type or level of service;
- Reduction, suspension or termination of a previously authorized service;
- Denial, in whole or in part, of payment for a service excluding the denial of a claim that does not meet the definition of a clean claim. A "clean claim" is one in which all information required for processing the claim is present;
- Failure to provide services in a timely manner, as defined by the State;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Failure of a Contractor to act within the required timeframes;
- For a resident of a rural area with only one Contractor, the denial of a member's request to exercise his or her right, under 42 CFR 438.52(b)(2)(ii), to obtain services outside the network (if applicable); or
- Denial of a member's request to dispute a financial liability including cost sharing, copayments, premiums, deductibles, coinsurance, and other member financial liabilities.

In accordance with 42 CFR 438.10(c), the Contractor shall notify the requesting provider, and give the member written notice, of any decision considered an "action" taken by the Contractor, including, but not limited to any decision by the Contractor (i) to deny a service authorization request, (ii) to authorize a service in an amount, duration or scope that is less than requested, or (iii) that is adverse to the member regarding a medically frail designation. The notice shall meet the requirements of 42 CFR 438.404, "Notice of Action." See Section 6.3.1, Authorization of Services and Notices of Action for additional information. The notice must meet the requirements of 42 CFR 438.404(b) and 42 CFR 438.402(b)-(c), and must include:

- The adverse benefit determination the Contractor has taken or intends to take;
- The reasons for the adverse benefit determination, including the right of the enrollee to be provided upon request and free of charge reasonable access to and copies of all documents, records, and other information relevant to the enrollee's adverse benefit determination;
- The member's or the provider's right to request an appeal and the procedure for requesting such an appeal, including information on exhausting the Contractor's one level of appeal;
- The procedure to request an external grievance procedure (External Review by Independent Review Organization) following exhaustion of the Contractor appeals process;
- The procedure to request a State fair hearing following exhaustion of the Contractor appeals process;
- The circumstances under which expedited resolution is available and how to request it; and
- The member's right to have benefits continue pending resolution of the appeal, how to request continued benefits and the circumstances under which the member may be required to pay the costs of these services.

4.9.1 Contractor Grievance and Appeals Policies

The Contractor's policies and procedures governing grievances and appeals shall include provisions which address the following:

- The Contractor shall not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a member, in accordance with 42 CFR 438.102, which relates to provider-enrollee communications. A provider, acting on behalf of the member and with the member's written consent, may file an appeal;
- The Contractor shall not take punitive action against a provider who requests or supports an expedited appeal on behalf of a member;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

- Throughout the appeals process, the Contractor shall consider the member, representative or estate representative of a deceased member as parties to the appeal per 42 CFR 438.406(b)(6);

- In accordance with 42 CFR 438.406(b)(5), provide the member and member representative an opportunity, before and during the appeals process, to examine the member's case file, including medical records, and any other documents and records considered during the appeals process;

- Allow the member and member representative to present evidence, and allegations of fact or law, in person as well as in writing per 42 CFR 438.404(b)(4);

- Inform the member and member representative of the limited time available to present evidence and allegations of fact or law, in the case of expedited appeal resolution per 42 CFR 438.406(b)(4) and 42 CFR 438.408(b);

- Upon determination of the appeal, ensure there is no delay in notification or mailing to the member and member representative the appeal decision. The Contractor's appeal decision notice shall describe the actions taken, the reasons for the action, the member's right to request a State fair hearing, process for filing a fair hearing and other information set forth in 42 CFR 438.408(e), which enumerates required content of a notice of resolution;

- The Contractor must acknowledge receipt of each grievance and appeal in accordance with 42 CFR 438.406(b)(1) and 42 CFR 438.228(a);

- The Contractor must ensure that decision makers take into account all comments, documents, records, and other information submitted by the enrollee or their representative without regard to whether such information was submitted or considered in the initial adverse benefit determination per 42 CFR 438.406(b)(2)(iii) and 42 CFR 438.228(a);

- The Contractor shall notify members of the disposition of grievances and appeals pursuant to IC 27-13-10-7 (if the Contractor is licensed as an HMO) or IC 27-8-28-16 (if the Contractor is licensed as an accident and sickness insurer);

- The Contractor shall provide members any reasonable assistance in completing forms and taking other procedural steps, including but not limited to, providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability in accordance with 42 CFR 438.406(a) and 42 CFR 438.228(a);

- The Contractor shall ensure that the individual rendering the decision on grievances and appeals were not involved in previous levels of review or decision-making, or were subordinates of any individual who was involved in a previous level of review or decision-making per 42 CFR 438.406(b)(2)(i), and in accordance with 42 CFR 438.406(b)(2)(ii)(A)-(C), are health care professionals with appropriate clinical expertise in treating the member's condition or disease if the decision will be in regard to any of the following: (i) an appeal of a denial based on lack of medical necessity; (ii) a grievance regarding denial of expedited

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

resolution of an appeal; and (iii) any grievance or appeal involving clinical issues; and

- In accordance with 42 CFR 438.408 and 42 CFR 438.402(c)(1)(i)(A), if the Contractor fails to adhere to notice and timing requirements, the member is deemed to have exhausted the Contractor's appeals process and the enrollee may initiate a State fair hearing.

4.9.2 Inquiry Processing Requirements

The Contractor shall resolve inquiries by the close of the next business day after receipt. If an inquiry is not resolved in this timeframe it becomes a grievance. An inquiry resolved in the required timeframe does not require a written notice of resolution to the member. The Contractor shall maintain a system for tracking and reporting inquiries it receives during business and non-business hours.

4.9.3 Grievance Processing Requirements

In accordance with 42 CFR 438.402(c)(2)(i) and 42 CFR 438.402(c)(3)(i), members shall be allowed to file grievances orally or in writing at any time. Members may file a grievance regarding any matter other than those described in the definition of an action as described in this Section 4.9.

The Contractor shall acknowledge receipt of each grievance within three (3) business days. In accordance with 42 CFR 438.408(a) and 42 CFR 438.408(b)(1), the Contractor shall make a decision on non-expedited grievances as expeditiously as possible, but not more than thirty (30) calendar days following receipt of the grievance. This timeframe may be extended up to fourteen (14) calendar days if the enrollee requests the extension or the Contractor shows there is need for additional information and the delay is in the member's interest (upon State request) as required by 42 CFR 438.408(c)(1) and 438.408(b)(1). In accordance with 42 CFR 438.408(c)(2) and 42 CFR 438.408(b)(1), if the timeframe is extended, for any extension not requested by the member, the Contractor shall make reasonable efforts to give the enrollee prompt oral notice of the delay and give the member written notice of the reason for the delay within two (2) calendar days of the extension, including the reason for the extension and the member's right to file a grievance if they disagree with the extension.

The Contractor shall provide an expedited grievance review if adhering to the resolution timeframe of thirty (30) calendar days would seriously jeopardize the life or health of a member, or the member's ability to regain maximum function. Expedited grievances must be resolved within forty-eight (48) hours of receipt. If the Contractor denies a request for an expedited review, the Contractor shall transfer the grievance to the standard grievance timeframe per 42 CFR 438.410(c), 42 CFR 438.408(b)(2) and 42 CFR 438.408(c)(2).

Further, the Contractor must make a reasonable effort, including a phone call to the member, to provide the member with prompt oral notification of the denial for an expedited review, and shall follow up with a written notice within two (2) calendar days.

The Contractor shall respond in writing to a member within five (5) business days after resolving a grievance or expedited grievance. The notice shall be in a format and language that meets notifications standards per 42 CFR 438.408(d)(1) and 42 CFR 438.10. The resolution includes notice of the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

member's right to file an appeal if applicable, the process for requesting an appeal, the expedited review options, the right to continue benefits during the appeal (as long as the request complies with timeliness standards), and an explanation that the member may have to pay for care received if an adverse appeal decision is made. The Contractor shall make a reasonable effort, including a phone call to the member, to provide oral notification of expedited grievance resolution.

4.9.4 Appeals Processing Requirements

Members, or providers acting on the member's behalf, shall have sixty (60) calendar days from the date of action notice within which to file an appeal per 42 CFR 438.402(c)(2)(ii). Per 42 CFR 438.402, a provider, acting on behalf of the member and with the member's written consent, may file an appeal. In accordance with 42 CFR 438.402(c)(1)(ii), and 42 CFR 438.402(c)(3)(ii), members, the provider, or authorized representative shall be allowed to request an appeal or file grievances orally or in writing.

In accordance with 42 CFR 438.406(b)(3), the Contractor shall ensure that oral requests seeking to appeal an adverse benefit determination are treated as appeals. For oral appeals with expedited resolutions the Contractor shall maintain documentation of the oral appeal and its resolution.

The Contractor shall acknowledge receipt of each standard appeal within three (3) business days. The Contractor shall resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within State-established timeframes not to exceed thirty (30) calendar days from the day the Contractor receives the appeal per 42 CFR 438.408(a) and 42 CFR 438.408(b)(2). The Contractor shall make a decision on standard, non-expedited, appeals within thirty (30) calendar days of receipt of the appeal. This timeframe may be extended up to fourteen (14) calendar days if the member requests the extension, or if the Contractor shows that there is need for additional information and that delay is in the member's interest (upon State request), pursuant to 42 CFR 438.408(c)(1) and 42 CFR 438.408(b)(2). In accordance with 42 CFR 438.408(c)(2) and 42 CFR 438.408(b), if the timeframe is extended, for any extension not requested by the member, the Contractor shall make reasonable efforts to give the member prompt oral notice of the delay and give the member written notice, within two (2) calendar days, and include the reason for the decision and inform the member of their right to file a grievance if he or she disagrees with that decision of the reason for the delay.

In accordance with 42 CFR 438.410(a), the Contractor shall maintain an expedited review process for appeals when the Contractor or the member's provider determines that pursuing the standard appeals process could seriously jeopardize the member's life or health or ability to attain, maintain or regain maximum function. In accordance with 42 CFR 438.408(a) and 42 CFR 438.408(b)(3), the Contractor shall resolve each expedited appeal and provide notice as expeditiously as the member's health condition requires and shall dispose of expedited appeals within forty-eight (48) hours after the Contractor receives notice of the appeal. The Contractor may extend the timeframe for processing an expedited appeal by up to fourteen (14) calendar days if the enrollee requests the extension or if the Contractor shows that there is need for additional information and that the delay is in the member's interest (upon State request) per 42 CFR 438.408(c)(1) and 42 CFR 438.408(b). If the timeframe is extended, for any extension not requested by the member, the Contractor shall

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

make reasonable efforts to give the member prompt oral notice of the delay and give the member written notice, within two (2) calendar days, and include the reason for the decision and inform the member of their right to file a grievance if he or she disagrees with that decision.

In accordance with 42 CFR 438.410, if the Contractor denies the request for an expedited resolution of a member's appeal, the Contractor shall transfer the appeal to the standard thirty (30) calendar day timeframe and give the member written notice of the denial within two (2) days of the expedited appeal request. The Contractor shall also make a reasonable attempt to give the member prompt oral notice. Including a phone call to the member.

In compliance with 42 CFR 438.408(b)-(c), the Contractor shall provide to the member or representative the member's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions in compliance with Indiana law and no longer than thirty (30) calendar days from the day the Contractor receives the appeal. This time period is reduced to seventy-two (72) hours from the day the Contractor receives an expedited appeal.

In accordance with 42 CFR 438.408(d)(2)(ii), written notice of appeal disposition shall be provided to the member and for notice of an expedited resolution, the Contractor shall also make reasonable efforts, including a phone call to the member, to provide oral notice. Notice shall be provided within five (5) business days of resolution. In accordance with 42 CFR 438.408(d)(2)(i), 42 CFR 438.10, and 42 CFR 438.408(e)(1)-(2), the written notice of the resolution must include the results of the resolution and the date it was completed. For appeals not resolved wholly in favor of the member, the written notice shall include the right to request an external grievance procedure (External Review by Independent Review Organization) and State fair hearing, including the procedures to do so and the right to request to receive benefits while the hearing is pending, including instructions on how to make the request. This shall also include notice that the member may be held liable for the cost of those benefits if the State hearing upholds the Contractor's action as set forth in Section 4.9.7.

4.9.5 External Review by Independent Review Organization

In accordance with IC 27-13-10.1-1 and IC 27-8-29-12 and 42 CFR 438.402(c)(1)(i)(B), the Contractor shall maintain an external grievance procedure for the resolution of decisions related to an adverse utilization review determination, an adverse determination of medical necessity, or a determination that a proposed service is experimental or investigational. Members must first exhaust the Contractor's grievance and appeals process. An external review does not inhibit or replace the member's right to appeal a Contractor decision to a State fair hearing. A member may seek external review by an independent review organization (IRO), and such process may run concurrently with a State fair hearing.

A member, or a member's representative may file a written request for a review of the Contractor's decision by IRO within one hundred and twenty (120) calendar days of receipt of the appeal decision. The IRO shall render a decision to uphold or reverse the Contractor's decision within seventy-two (72) hours for an expedited appeal, or fifteen (15) business days for a standard appeal. The determination made by the independent review organization is binding on the Contractor. IRO clinicians do not have to be Indiana licensed.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

4.9.6 State Fair Hearing Process

In accordance with 42 CFR 438.408, the State maintains a fair hearing process which allows members the opportunity to appeal the Contractor's decisions to the State. Appeal procedures for applicants and recipients of Medicaid are found at 405 IAC 1.1. The State fair hearing procedures include the requirements described in this section.

Members must first exhaust the Contractor's grievance and appeals process. The member may request a State fair hearing within one hundred and twenty (120) calendar days from the date of the Contractor's decision. As noted above, this process may run concurrent to an external review by an IRO.

The parties to the FSSA fair hearing shall include the Contractor, as well as the member and his or her representative or the representative of a deceased member's estate per 42 CFR 438.406(b)(6). The Contractor shall respond to all requests for documentation required for the FSSA fair hearing within the timeframe identified in the request. In addition, if requested by FSSA at least five (5) business days in advance, the Contractor shall send a representative to the FSSA fair hearing to represent the State. Contractor will be subject to the contract compliance remedies set forth in Exhibit 2.D for failing to either (i) provide a timely and satisfactory response to documentation required for an appeal or (ii) to represent the State at the FSSA fair hearing upon adequate notice. Adequate notice, at a minimum, requires notice of hearing mailed by the Indiana Office of Administrative Law Proceedings, or in the alternative, a request sent directly to the Compliance Officer by the Office of Medicaid Policy and Planning.

If dissatisfied with the outcome of the State fair hearing, the member may request an agency review within ten (10) days of receipt of the administrative law judge's decision. Pursuant to 405 IAC 1.1-3-1, if the member is not satisfied with the final action after agency review, the member may file a petition for judicial review in accordance with IC 4-21.5-5. The MCE may request an agency review of a decision made by an administrative law judge, at the Contractor's discretion.

The Contractor must include the external grievance procedure (External Review by Independent Review Organization) and the FSSA fair hearing process as part of the written internal process for resolution of appeals and must describe the fair hearing process in the member handbook. All notices of actions with appeal rights and notices of final action by the Contractor where the next course of action is a State Fair Hearing shall have the following language included:

"This is an administrative action by the State of Indiana. If you disagree with this decision, you can appeal it. Appeals are handled by the State of Indiana Office of Administrative Law Proceedings. You may mail your request for a State fair hearing to the State of Indiana Office of Administrative Law Proceedings at:

Office of Administrative Law Proceedings
100 N. Senate Ave., Room N802
Indianapolis, IN 46204
Fax: 317-232-4412
Email: fssa.appeals@oalp.in.gov

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

4.9.7 Continuation of Benefits Pending Appeal & Reinstatement of Benefits

In certain member appeals, the Contractor will be required to continue the member's benefits pending the appeal, in accordance with 42 CFR 438.420(a), 42 CFR 438.420(b), and 42 CFR 438.402(c)(2)(ii). The Contractor shall continue the member's benefits if:

- The member or provider files the request for an appeal within sixty (60) calendar days following the date on the adverse benefit determination notice;
- The member or provider files the request for continuation of benefits within ten (10) calendar days of the Contractor mailing the notice or the intended effective date of the proposed adverse benefit determination, whichever is later;
- The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment;
- The services were ordered by an authorized provider;
- The original period covered by the original authorization has not expired; and
- The member requests extension of benefits.

If benefits are continued or reinstated while the appeal is pending, per 42 CFR 438.420(c); and 42 CFR 438.408(d)(2), the benefits shall be continued until one of the following occurs:

- The member withdraws the request;
- The member does not request a State fair hearing and continuation of benefits within ten (10) calendar days from the date the Contractor sends the notice of an adverse appeal resolution;
- A State fair hearing decision adverse to the enrollee is issued; or
- The service limits of a previously authorized services have been met.

If the final resolution of the appeal is adverse to the member, that is, it upholds the Contractor's action, the Contractor may recover the cost of the services furnished to the member while the appeal was pending, to the extent that they were furnished solely because of the requirements to maintain benefits in accordance with 42 CFR 431.230(b) and 42 CFR 438.420(d). The Contractor shall notify the member in advance that costs may be recovered.

In accordance with 42 CFR 438.424(a)-(b), if the Contractor or State fair hearing officer reverses a decision to deny, limit, or delay services that were not furnished while the appeal was pending, the Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires (but no later than seventy-two (72) hours from the date he or she receives notice reversing the decision). If the Contractor or the State fair hearing officer reverses a decision to deny authorization of services, and the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

member received the disputed services while the appeal was pending, the Contractor shall pay for those services.

4.9.8 Member Notice of Grievance, Appeal and Fair Hearing Procedures

The Contractor shall provide specific information regarding member grievance, appeal, external grievance procedure (External Review by Independent Review Organization), and State fair hearing procedures and timeframes to members, as well as providers and subcontractors at the time they enter a contract with the Contractor. This information shall be included in the Member Handbook as described in Section 4.4.3. The information provided shall be approved by FSSA in accordance with Section 4.5, and, as required under 42 CFR 438.10(g)(2)(xi), include the following:

- The right to file grievances and appeals;
- The requirements and timeframes for filing a grievance or appeal;
- The availability of assistance in the filing process;
- The toll-free numbers that the member can use to file a grievance or appeal by phone;
- The fact that, if requested by the member and under certain circumstances: 1) benefits will continue if the member files an appeal or requests a FSSA fair hearing within the specified timeframes; and 2) the member may be required to pay the cost of services furnished during the appeal if the final decision is adverse to the member;
- The right to request an External Review by an Independent Review Organization of decisions listed in Section 4.9.5; and
- In the case of an FSSA fair hearing:
    - The right to a hearing;
    - The method for obtaining a hearing; and
    - The rules that govern representation at the hearing.

4.9.9 Recordkeeping Requirements of Grievances and Appeals

For purposes of quality review, and in accordance with 42 CFR 438.416(a) and 42 CFR 438.416(b)(1)-(6), the Contractor shall accurately maintain records for grievances and appeals that contain, at minimum, the following information:

- A general description of the reason for the appeal or grievance;
- The date the appeal or grievance was received;
- The date the appeal or grievance was reviewed;
- The resolution of the appeal or grievance;
- The date of the resolution of the appeal or grievance; and
- The name and MID number of the member for whom the appeal or grievance was filed.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The Contractor shall provide such record(s) of grievances and appeals upon request by FSSA per 42 CFR 438.416(c).

4.10 Oral Interpretation Services

In accordance with 42 CFR 438.10(d), the Contractor shall arrange for oral interpretation services to its members free of charge for services it provides, including, but not limited to:

- Member services helpline;
- Twenty-four (24) hour nurse call line;
- Transportation;
- Assessment and stratification;
- Disease management;
- Care management;
- Complex case management; and
- Right Choices Program.

The requirement to provide oral interpretation applies to all non-English languages, and is not limited to prevalent languages discussed in Section 4.4. Oral interpretation services shall include sign language interpretation services for the deaf. The Contractor shall notify its members of the availability of these services and help them arrange them.

Additionally, the Contractor shall ensure that its provider network arranges for oral interpretation services to members seeking healthcare-related services in a provider's service location. This includes ensuring that providers who have twenty-four (24) hour access to healthcare-related services in their service locations or via telephone (e.g., hospital emergency departments, PMPs) shall provide members with twenty-four (24) hour oral interpreter services, either through interpreters or telephone services. For example, the Contractor shall ensure that network providers provide TDD services for hearing impaired members, oral interpreters, and signers.

4.11 Health Equity

In accordance with 42 CFR 438.206(c)(2), the Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Per 42 CFR 438.206, at the time of enrollment with the Contractor, the State shall provide the race, ethnicity and primary language of each member. This information shall be utilized by the Contractor to ensure the delivery of culturally competent services. Furthermore, the Contractor will ensure all services are delivered through a health equity lens. The Contractor shall maintain health equity representatives who are actively involved in improvement initiatives to reduce disparities by: obtaining input from Medicaid-insured individuals and from providers of direct services which are intended to reduce adverse health outcomes among Medicaid insured individuals, determining the root cause of inequities, developing targeted interventions and measures, and collecting and analyzing data to track progress in disparity reduction efforts. The Contractor will utilize Community Health Workers as part of broader community health integration initiatives and promotion of culturally competent care. The Contractor shall submit an annual health equity plan for FSSA approval which incorporates the Office of Minority Health's National Standards on Culturally and Linguistically Appropriate Services (CLAS). The CLAS standards are available at https://thinkculturalhealth.hhs.gov/clas/standards.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The plan shall include at a minimum:

- How the Contractor and support staff engage with member and organization advisory groups to ensure members can participate in program improvement planning and related activities.
- Incorporation of the CLAS enhanced standards adopted by the Department of Health and Human Services and linked to herein.
- A foundational assessment of health equity within the Contractor's membership population, including detail on inequities in accessing care in the member's setting of choice.
- A description of how the health plan will ensure that services are provided in a culturally competent and trauma-informed manner to all members so that all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, understand their condition(s) or needs, the recommended treatment(s), and the effect of the treatment or service on their condition, including side effects.
- A description of how the health plan will effectively provide services to people of all cultures, races, ethnic backgrounds and national origins, geographies, sexual orientations, gender identities, abilities, and religions in a manner that recognizes, affirms and respects the worth of the individual members and protects and preserves the dignity of each member.
- Identification of inequities and their root causes for the Contractor's membership including inequities that arise with certain diagnoses, the development of targeted interventions that are trauma informed and measures to reduce these inequities, and a description of how to evaluate progress in disparity reduction efforts will be collected and analyzed.
- The utilization of Community Health Workers as part of broader community health integration initiatives and promotion of culturally competent care.
- A training plan in equity and cultural competency for the Contractor's staff. Documentation of periodic training shall be provided in the annual assessment.

The plan shall be assessed by the Contractor annually and submitted to FSSA by January 31 for all remaining calendar years of the Contract period. The assessment shall provide the outcome measures used to measure progress in the prior year, and any new interventions the Contractor will incorporate in the next year.

The Contractor shall follow the guidance provided by the National Committee for Quality Assurance (NCQA) regarding the stratification of HEDIS measures by race and ethnicity.

The Contractor shall ensure that all subcontractor's services and sites are physically and digitally accessible, following the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act (Section 508) and that all subcontractors are culturally competent.

4.12 Advance Directive Information

The Contractor shall comply with the requirements of 42 CFR 422.128 and 42 CFR 489.102(a), which relates to advance directives, for maintaining written policies and procedures for advance directives. The Contractor shall maintain written policies and procedures concerning advance directives with respect to all adult individuals receiving medical care by or through the Contractor's health plan. Specifically, each Contractor must maintain written policies and procedures that meet requirements for advance directives in Subpart I of 42 CFR 489. Advance directives are defined in 42 CFR 489.100 as "a written

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

instruction, such as a living will or durable power of attorney for health care, recognized under state law (whether statutory or as recognized by the courts of the State), relating to the provision of health care when the individual is incapacitated." Written policies shall include a clear and precise statement of limitation if the Contractor cannot implement an advance directive as a matter of conscience. Such statement must clarify any differences between institution-wide conscientious objections and those that may be raised by individual physicians, identify the state legal authority permitting such objection and describe the range of medical conditions or procedures affected by the conscience objection.

Written information on the Contractor's advance directive policies, including a description of applicable state law, shall be provided to members in accordance with 42 CFR 438.10(g)(2) and 42 CFR 438.3(j), which together require written policies around advance directives. Written information shall include their rights under state law to make decisions concerning their medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives. Written information shall reflect changes in state law as soon as possible, but no later than ninety (90) calendar days after the effective date of the change.

This information shall be provided at the time of initial enrollment. If the member is incapacitated at the time of initial enrollment and is unable to receive information or articulate whether or not he or she has executed an advance directive, the information may be given to the member's family or surrogate. Once the member is no longer incapacitated or unable to receive such information, the Contractor shall ensure the information is given to the individual directly at the appropriate time. Members shall also be informed that complaints concerning noncompliance with the advance directive requirements may be filed with the State. See 42 CFR 422.128 for further information regarding these requirements.

The Contractor is prohibited from conditioning the provision of care or otherwise discriminating against an individual based on whether or not the individual has executed an advance directive per 42 CFR 438.3(j)(1)-(2), 42 CFR 422.128(b)(1)(ii)(F) and 42 CFR 489.102(a)(3).

5. Provider Network Requirements

The Contractor shall develop and maintain a provider network in compliance with the terms of this section. Per 42 CFR § 438.2, a network provider is any provider, group of providers, or entity that has a network provider agreement with the Contractor, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer, or render covered services as a result of the Contract with the Contractor. A network provider is not a subcontractor by virtue of the network provider agreement.

In accordance with 42 CFR 438.3(l) the Contractor must allow each member to choose his or her health professional to the extent possible and appropriate. The Contractor shall ensure that its provider network is supported by written provider agreements, is available and geographically accessible and provides adequate numbers of facilities, physicians, pharmacies, ancillary providers, service locations and personnel for the provision of high-quality covered services for its members, in accordance with 42 CFR 438.206, which relates to availability of services. The Contractor shall also ensure that all of its contracted providers can respond to the cultural, racial and linguistic needs of its member populations. The network shall be able to handle the unique needs of its members, particularly those with special health care needs. The Contractor will be required to participate in any state efforts to promote the delivery of covered services in a culturally competent manner.

The Contractor shall ensure all network providers who, in accordance with IHCP policy, are provider types eligible and required to enroll as an IHCP provider, are enrolled IHCP Medicaid

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

providers, consistent with provider disclosure, screening, and enrollment requirements per 42 CFR 438.608(b), 42 CFR 455.100-106, and 42 CFR 455.400-470. Per IC 27-13-1-24, a participating provider means a provider who, under an express or implied contract with: (1) the health maintenance organization; or (2) a contractor of the health maintenance organization or any subcontractor of a contractor of the health maintenance organization; has agreed to provide health care services to enrollees with an expectation of directly or indirectly receiving payment, other than copayment or deductible, from the health maintenance organization.

The Contractor shall not contract with providers that the State has determined have been terminated from the Medicare, Medicaid or CHIP programs pursuant to 42 CFR 455.101 and section 1932(d)(5) of the Social Security Act.

The State will screen, enroll, and periodically revalidate all Contractor network providers as Medicaid providers in accordance with 42 CFR 438.602(b)(1). The Contractor may execute provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to one hundred and twenty (120) days but must terminate a network provider immediately upon notification from the State that the provider cannot be enrolled, or the expiration of a one hundred and twenty (120) day period without enrollment of the provider, and notify affected enrollees per 42 CFR 438.602(b)(2).

In some cases, members may receive out-of-network services. A non-participating provider is a provider who does not accept assignment on all Medicaid claims. To receive reimbursement from the Contractor, out-of-network providers shall be IHCP providers. The Contractor shall encourage out-of-network providers to enroll in the IHCP, particularly emergency services providers, as well as providers based in non-traditional urgent health care settings such as retail clinics. An out-of-network provider shall be enrolled in the IHCP in order to receive payment from the Contractor. Further information about IHCP Provider Enrollment is located at: https://www.in.gov/medicaid/providers/451.htm.

5.1 Network Development

FSSA requires the Contractor to develop and maintain a comprehensive network to provide services to its Hoosier Healthwise members. The network must include providers serving special needs populations, including providers serving children with special health care needs. The Contractor shall implement written policies and procedures for selection and retention of network providers as required by 42 CFR 438.12(a)(2) and 42 CFR 438.214(a).

The Contractor shall develop a comprehensive network prior to the effective date of the Contract. The Contractor shall be required during the readiness review process to demonstrate network adequacy through the submission of Geo Access reports in the manner and timeframe required by FSSA. The Contractor shall be required to have an open network and accept any IHCP provider acting within his or her scope of practice until the Contractor demonstrates that it meets the access requirements. FSSA reserves the right to delay initial member enrollment in the Contractor's plan if the Contractor fails to demonstrate a complete and comprehensive network.

With approval from FSSA, Contractors that can demonstrate that they have met all access, availability and network composition requirements may require members to use in-network providers, with the exception of certain self-referral providers as described in Section 3.2. The Contractor must provide ninety (90) calendar day advance notice to FSSA of changes to the network that may affect access, availability and network composition. FSSA shall regularly and routinely monitor network access, availability and adequacy. FSSA shall impose remedies, as set forth in Exhibit 2.D, or require the Contractor to maintain an open network, if the Contractor fails to meet the network composition requirements.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

In accordance with 42 CFR 438.206(b)(1), the Contractor shall maintain and monitor the provider network and establish written agreements with all network providers as further described in Section 5.4. In establishing and maintaining the network, the Contractor must consider the following elements:

- The anticipated enrollment;
- The expected utilization of services, taking into consideration the characteristics and health care needs of the Contractor's Hoosier Healthwise members enrollment and anticipated enrollment;
- The numbers and types (in terms of training, experience and specialization) of providers required to furnish the contracted services;
- The numbers of network providers who are not accepting new members;
- The proximity to public transportation and/or the reliance upon non-emergency medical transportation; and
- The geographic location of providers and members, considering distance, travel time, the means of transportation ordinarily used by members and whether the location provides physical access for members with disabilities.

FSSA shall assess liquidated damages as set forth in Exhibit 2.D and shall impose other authorized remedies, such as requiring the Contractor to maintain an open network, for Contractor's non-compliance with the network development and network composition requirements.

The Contractor shall contract its specialist and ancillary provider network prior to receiving enrollment. FSSA shall have the right to implement corrective actions and shall assess liquidated damages as described in Exhibit 2.D if the Contractor fails to meet and maintain the specialist and ancillary provider network access standards. FSSA's corrective actions may include, but are not limited to, withholding or suspending new member enrollment from the Contractor until the Contractor's specialist and ancillary provider network is in place. FSSA shall monitor the Contractor's specialist and ancillary provider network to confirm the Contractor is maintaining the required level of access to specialty care. FSSA shall have the right to increase the number or types of required specialty providers at any time.

5.1.1 Access to Culturally and Linguistically Competent Providers

To the extent possible, the Contractor shall provide members with access to providers who are culturally and linguistically competent in the language and culture of the member. For the purpose of this Contract, cultural and linguistic competence includes providers who serve members of different races, ethnicities, color, national origins, sexes, sexual orientations, gender identity, abilities (including members with cognitive impairments, visual impairments, hearing impairment, and/or who use sign language or an alternative mode of communication), and those with limited English proficiency. The Contractor agrees to work toward increasing the provider pool of culturally and linguistically competent providers where there is an identified need, including but not limited to, participating in state efforts to increase the provider pool of culturally and linguistically competent providers, and participating in the state's needs assessment process and related planning effort to expand the pool.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The Contractor shall develop, implement, and monitor policies that require network providers to demonstrate that they are making necessary accommodations in providing services, employing appropriate language when referring to and talking with people with disabilities, and understanding communication, transportation, scheduling, structural, and attitudinal barriers to accessing services.

Nothing in this section shall obligate the Contractor to contract or continue to contract with a provider if the Contractor has determined that it has sufficient access for members to culturally and linguistically competent providers and/or if the provider does not meet the Contractor's participation criteria, including credentialing requirements.

5.2 Network Composition Requirements

In compliance with 42 CFR 438.207, 42 CFR 438.206(b)(1), and 42 CFR 438.206(b)(7), which provides assurances of adequate capacity and services, the Contractor shall:

- Serve the expected enrollment;
- Offer an appropriate range of services and access to preventive and primary care services for the population expected to be enrolled; and
- Maintain a sufficient number, mix and geographic distribution of providers to meet the needs of the anticipated number of enrollees in the service area per 42 CFR 438.207(b)(2) and as specified below;
- Maintain and monitor a network of appropriate providers that is sufficient to provide adequate access to all services covered under the contract for all enrollees, including those with limited English proficiency or physical or mental disabilities; and
- Demonstrate that its network includes sufficient family planning providers to ensure timely access to covered services.

In compliance with 42 CFR 438.3(q)(1), 42 CFR 438.3(q)(3) and 42 CFR 438.3(r), the Contractor shall:

- Provide reasonable and adequate information, referral, and treatment for emergency medical conditions.
- Make arrangements with or referrals to, a sufficient number of physicians and other practitioners to ensure that the services under the Contract can be furnished promptly and without compromising the quality of care.

In accordance with 42 CFR 438.207(b)-(c), 42 CFR 438.604(a)(5), 42 CFR 438.606 and 42 CFR 438.206, in order for the State to certify that the Contractor meets the requirements for availability and accessibility of services, including the adequacy of the provider network, the Contractor shall submit initial and regular network access reports as directed by FSSA. Once the Contractor demonstrates compliance with FSSA's access standards, the Contractor shall submit network access reports on an annual basis and at any time there is a significant change to the Contractor's operations and/or provider network (i.e., the Contractor no longer meets the network access standards). The Contractor shall comply with the policies and procedures for network access reports set forth in Hoosier Healthwise MCE Reporting

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Manuals. FSSA shall have the right to expand or revise the network requirements, as it deems appropriate.

The Contractor shall comply with the following in accordance with 42 CFR 438.12 and 42 CFR 438.214(e):

- The Contractor shall not discriminate for the participation, reimbursement or indemnification of any provider who is acting within the scope of the provider's license or certification under applicable State law, solely on the basis of such license or certification;

- If the Contractor declines to include individual or groups of providers in its network, it shall give the affected providers written notice of the reason for its decision. This does not require the Contractor to contract with providers beyond the number necessary to serve the members' needs;

- The Contractor must comply with any additional provider selection requirements established by the State;

- The Contractor is not precluded from using different reimbursement amounts for different specialties or practitioners within the same specialty; and

- The Contractor is not precluded from establishing any measure designed to maintain quality and control costs consistent with the Contractor's responsibilities.

As required under 42 CFR 438.206(c)(1), the Contractor must ensure that network providers meet the State standards for timely access to care and services, taking into account the urgency of need for services. The Contractor must ensure that network providers offer hours of operation that are no less than the hours of operation offered to commercial members, if the Contractor also serves commercial members. The Contractor shall also make covered services available twenty-four (24)-hours-a-day, seven (7)-days-a-week, when medically necessary. In meeting these requirements, the Contractor shall:

- Establish mechanisms to ensure compliance by providers;

- Monitor providers regularly to determine compliance; and

- Take corrective action if there is a failure to comply.

The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible equipment for members with physical or mental disabilities per 42 CFR 438.206(c)(3).

The Contractor shall provide FSSA written notice at least ninety (90) calendar days in advance of the Contractor's inability to maintain a sufficient network in any county. FSSA shall have the right to expand or revise the network requirements, as it deems appropriate.

For purposes of the subsections below, "urban areas" are counties not designated by the Health Resources and Service Administration (HRSA) as a rural county. "Rural areas" are those areas designated by HRSA as a rural county.

In addition to the specific Network Composition requirements listed below, the Contractor shall also meet or exceed the following:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Contract with a minimum of ninety percent (90%) of IHCP enrolled acute care hospitals located in the State of Indiana.

- To better ensure access and to be consistent with the intent of sections 1905(a)(2)(B) and (C) and 1905(a)(28) of the Act, CMS has determined that, in order for a Medicaid managed care plan's provider network to be sufficient, the managed care plan must include access to FQHC, RHC, and FBC services, if available, from FQHCs, RHCs, and FBCs.

- Contract with IHCP enrolled Community Mental Health Centers (CMHC) located in the State of Indiana.

- Meet or exceed the following provider-to-member ratios:

    - 1:1,000 for PMPs (includes all physician and advanced practice nurses enrolled as a PMP with the Contractor)

    - 1:1,000 for Behavioral Health Providers (excluding physicians, CMHCs, and inpatient)

    - 1:2,000 for OB/GYNs

    - 1:2,000 for Pediatricians

    - 1:2,000 for Dentists

    - 1:5,000 for Anesthesiology, Cardiology, Endocrinology, Gastroenterology, Nephrology, Ophthalmology, Orthopedic Surgery, General Surgery, Pulmonology, Rheumatology, Psychiatry, Urology, Infectious Disease, Otolaryngology, Oncology, Dermatology, and Physiatry/Rehabilitative

5.2.1 Acute Care Hospital Facilities

The Contractor shall provide a sufficient number and geographic distribution of acute care hospital facilities to serve the expected enrollment. The transport distance to a hospital from the member's home shall be the usual and customary, not to exceed thirty (30) miles in urban areas and sixty (60) miles in rural areas. Exceptions shall be justified and documented to the State on the basis of community standards for accessing care. Inpatient services are covered when such services are prescribed by a physician and when the services are medically necessary for the diagnosis or treatment of the member's condition.

5.2.2 Primary Medical Providers (PMP)

A Primary Medical Provider (PMP), also known as a Primary Care Provider (PCP) or primary care doctor, is a primary care physician or other licensed health practitioner practicing in accordance with State law who is responsible for providing preventive and primary health care to patients; for initiating referrals for specialist care; and for maintaining the continuity of patient care. At a minimum, providers allowed to serve as PMPs must include physicians, physician assistants, and advanced practice registered nurses.

In general, primary care refers to all health care services and laboratory services customarily furnished by or through a general practitioner, family physician,

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the State in which the practitioner furnishes them (see also: 42 CFR 438.2).

Providers may contract as a PMP with one or multiple MCEs. A PMP may also participate as a specialist in another MCE. The PMP may maintain a patient base of non-Hoosier Healthwise members (e.g., commercial, traditional Medicaid, Hoosier Care Connect or HIP members). The Contractor shall not prevent the PMP from contracting with other MCEs.

The Contractor shall demonstrate compliance with 42 CFR 438.208. Specifically, the Contractor shall ensure that each member has a PMP who is responsible for providing an ongoing source of primary care appropriate to the member's needs. PMPs must coordinate each member's physical and behavioral health care and make any referrals necessary. In Hoosier Healthwise, a referral from the member's PMP is required when the member receives physician services from any provider other than his or her PMP, unless the service is a self-referral service as set forth in Section 3.2.

The Contractor shall ensure access to PMPs within at least thirty (30) miles of the member's residence. Providers that may serve as PMPs include internal medicine physicians, general practitioners, family medicine physicians, pediatricians, obstetricians, gynecologists, endocrinologists (if primarily engaged in internal medicine), and physician extenders as outlined in BT 201584 and in BT 201743.

The Contractor shall assess the PMP's non-Hoosier Healthwise practice when assessing the PMP's capacity to serve the Contractor's members.

The Contractor shall have a mechanism in place to ensure that contracted PMPs provide or arrange for coverage of services twenty-four (24)-hours-a day, seven (7)-days-a-week and that PMPs have a mechanism in place to offer members direct contact with their PMP, or the PMP's qualified clinical staff person, through a toll-free telephone number twenty-four (24)-hours-a-day, seven (7)-days-a-week. Each PMP shall be available to see members at least three (3) days per week for a minimum of twenty (20) hours per week at any combination of no more than two (2) locations. The Contractor shall also assess the PMP's non-Hoosier Healthwise practice to ensure that the PMP's Hoosier Healthwise population is receiving accessible services on an equal basis with the PMP's non-Hoosier Healthwise population.

The Contractor shall ensure that the PMP provide "live voice" coverage after normal business hours. After-hour coverage for the PMP may include an answering service or a shared-call system with other medical providers. The Contractor shall ensure that members have telephone access to their PMP (or appropriate designate such as a covering physician) in English and Spanish twenty-four (24)-hours-a-day, seven (7)-days-a-week.

The Contractor shall ensure that PMPs are maintaining the PMP medical care standards and practice guidelines detailed in the IHCP Provider Manual. The Contractor must monitor medical care standards to evaluate access to care and quality of services provided to members and to evaluate providers regarding their practice patterns.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

5.2.3 Specialist and Ancillary Providers

In addition to maintaining a network of PMPs, the Contractor shall provide and maintain a comprehensive network of IHCP provider specialists and ancillary providers. A specialist is a doctor who treats only certain parts of the body, certain health problems, or certain age groups. For example, some doctors treat only heart problems.

As with PMPs, specialist and ancillary providers shall not be limited to serve in only one (1) MCE network. In addition, physicians contracted as a PMP (if applicable) with one (1) MCE may contract as a specialist with other MCEs.

The Contractor shall ensure that specialists are maintaining the medical care standards and practice guidelines detailed in the IHCP Provider Manual. FSSA requires the Contractor to monitor medical care standards to evaluate access to care and quality of services provided to members and to evaluate providers regarding their practice patterns.

FSSA requires the Contractor to develop and maintain a comprehensive network of specialty providers listed below. For providers identified with an asterisk (*), the Contractor shall provide, at a minimum, two providers for each specialty type within sixty (60) miles of the member's residence. For providers identified with two asterisks (**), the Contractor shall provide, at a minimum, one specialty provider within ninety (90) miles of the member's residence.

Specialties	Ancillary Providers
➢ Anesthesiologists* ➢ Cardiologists* ➢ Cardiothoracic surgeons** ➢ Dentists* ➢ Oral Surgeons* ➢ Dermatologists** ➢ Endocrinologists* ➢ Gastroenterologists* ➢ General surgeons* ➢ Hematologists* ➢ Infectious disease specialists** ➢ Interventional radiologists** ➢ Nephrologists* ➢ Neurologists* ➢ Neurosurgeons** ➢ Non-hospital based anesthesiologist (e.g., pain medicine)** ➢ OB/GYNs* ➢ Occupational therapists* ➢ Occupational therapists* ➢ Oncologists* ➢ Ophthalmologists* ➢ Optometrists* ➢ Orthodontists* ➢ Orthopedic surgeons* ➢ Otolaryngologists* ➢ Pathologists**	➢ Diagnostic testing* ➢ Durable Medical Equipment ➢ Home Health ➢ Prosthetic suppliers**

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Specialties	Ancillary Providers
➢ Physical therapists* ➢ Psychiatrists* ➢ Pulmonologists* ➢ Radiation oncologists** ➢ Rheumatologists** ➢ Speech therapists* ➢ Urologists*	

FSSA requires that the Contractor maintain network access standards for the listed ancillary providers as follows:

- Two (2) durable medical equipment providers shall be available to provide services to the Contractor's members serving each county; and

- Two (2) home health providers shall be available to provide services to the Contractor's members serving each county.

Durable medical equipment includes purchased or rented items such as hospital beds, iron lungs, oxygen equipment, seat lift equipment, wheelchairs, and other medically necessary equipment prescribed by a health care provider to be used in a patient's home which are covered by Medicaid (see also: 42 CFR § 414.202).

In addition, the Contractor shall demonstrate the availability of providers with training, expertise and experience in providing tobacco dependence treatment services, especially to pregnant women. Evidence that providers are trained to provide tobacco dependence treatment services must be available during FSSA's monthly onsite visits.

The Contractor shall contract with the Indiana Hemophilia and Thrombosis Center or a similar FSSA-approved, federally recognized hemophilia treatment center. This requirement is based on the findings of the Centers for Disease Control and Prevention (CDC) which illustrate that persons affected by a bleeding disorder receiving treatment from a federally recognized treatment center require fewer hospitalizations, experience less bleeding episodes and experience a forty percent (40%) reduction in morbidity and mortality.

The Contractor shall arrange for laboratory services only through those IHCP enrolled laboratories with Clinical Laboratory Improvement Amendments (CLIA) certificates.

5.2.4 Pharmacy Services

The Contractor shall establish a network of pharmacies. The Contractor or its PBM must provide at least two (2) pharmacy providers within thirty (30) miles or thirty (30) minutes from a member's residence serving each county, as well as at least two (2) durable medical equipment providers serving each county.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

5.2.5 Non-Psychiatrist, Non-Substance Use Disorder (SUD) Behavioral Health Providers

In addition to the access requirements for psychiatrists as described in Section 5.2.3, the Contractor shall establish a network of behavioral health providers, addressing both mental health and addiction, including the following:

- Outpatient mental health and addiction clinics;
- Community mental health centers;
- Licensed clinical addiction counselors;
- Licensed psychologists;
- Health services providers in psychology (HSPPs);
- Licensed clinical social workers;
- Licensed independent practice school psychologists;
- Advanced practice nurses under IC 25-23-1-1(b)(3), credentialed in psychiatric or mental health nursing by the American Nurses Credentialing Center;
- Licensed marital and family therapists; and
- Licensed mental health counselors.

The Contractor is required to contract with Community Mental Health Centers (CMHC) who are certified by the Division of Mental Health and Addiction (DMHA). If all CMHCs are not included in the provider network, the Contractor shall demonstrate that this does not prevent coordination of care with MRO and 1915(i) State Plan services as required in Sections 3.11.1 and 3.11.2. Further, as described in Section 3.7.4, the Contractor shall, at a minimum, establish referral agreements and liaisons with both contracted and non-contracted CMHCs, and shall provide physical health and other medical information to the appropriate CMHC for every member.

In urban areas, the Contractor shall provide at least one (1) behavioral health provider within thirty (30) minutes or thirty (30) miles from the member's home. In rural areas, the Contractor shall provide at least one (1) behavioral health provider within forty-five (45) minutes or forty-five (45) miles from the member's home. The Contractor shall provide assertive outreach to members in rural areas where behavioral health services may be less available and shall monitor utilization to assure equality of service access and availability.

All outpatient mental health services shall be delivered by licensed psychiatrists and HSPPs, or an advanced practice nurse or person holding a master's degree in social work, marital and family therapy or mental health counseling.

5.2.6 Inpatient Psychiatric Facilities

The Contractor shall provide a sufficient number and geographic distribution of inpatient psychiatric facilities to serve the expected enrollment. The transport distance to an inpatient psychiatric facility from the member's home shall be the usual and customary, not to exceed sixty (60) miles. Exceptions shall be justified and documented to the State on the basis of community standards for accessing care.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

5.2.7 SUD Providers

The Contractor shall establish a network of SUD treatment providers that provide the continuum of the American Society of Addiction Medicine (ASAM) levels of care. These providers should provide the following levels of treatment:

- Early intervention
- Outpatient
- Intensive outpatient
- Partial hospitalization
- Clinically-managed low-intensity residential
- Clinically managed high-intensity residential
- Medically-managed inpatient

The Contractor is encouraged to contract with all available SUD treatment providers. The Contractor must include a network of providers who are authorized to provide medication-assisted treatment (MAT), including buprenorphine.

The Contractor shall ensure the availability of a MAT provider within thirty (30) miles of the member's residence.

5.2.8 Dental Providers

The Contractor shall ensure the availability of a dentist practicing in general, family, and pediatric dentistry within thirty (30) miles of the member's residence. This can include dental providers who provide service within a federally qualified health center (FQHC). Specialty dentists such as orthodontists and dental surgeons shall be available within sixty (60) miles of the member's residence.

5.2.9 Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs)

Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) are safety net providers, FSSA strongly encourages the Contractor to contract with FQHCs and RHCs that meet all of the Contractor's requirements regarding the ability of these providers to provide quality services. The Contractor shall reimburse FQHCs and RHCs for services at no less than the level and amount of payment that the Contractor would make to a non-FQHC or non-RHC provider for the same services per section 1903(m)(2)(A)(ix) of the Social Security Act. In accordance with section 5006(d) of the American Recovery and Reinvestment Act of 2009 (ARRA) and 42 CFR 438.14(c)(1), the Contractor shall pay any out-of-network Indian healthcare provider (see Section 5.2.11) that is a FQHC for covered services provided to an American Indian/ Alaska Native member at a rate equal to the amount of payment that the Contractor would pay to an in-network FQHC that is not an Indian health care provider for the same services.

In accordance with the Medicare, Medicaid, and SCHIP Benefits Improvement and Protection Act of 2000 (BIPA), FSSA shall make supplemental payments to FQHCs and RHCs that subcontract (directly or indirectly) with the Contractor. These supplemental payments represent the difference, if any, between the payment to which the FQHC or RHC would be entitled for covered services

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

under the Medicaid provisions of BIPA and the payments made by the Contractor.

FSSA requires the Contractor to identify any performance incentives it offers to the FQHC or RHC. FSSA shall review and must approve any performance incentives. The Contractor shall report all such FQHC and RHC incentives which accrue during the Contract period related to the cost of providing FQHC-covered or RHC-covered services to its members along with any fee-for-service and/or capitation payments in the determination of the amount of direct reimbursement paid by the Contractor to the FQHC or RHC. If the incentives vary between the Contractor's Hoosier Healthwise lines of business, the Contractor shall so specify in its reporting to FSSA.

The Contractor shall perform quarterly claim reconciliation with each contracted FQHC or RHC to identify and resolve any billing issues that may impact the clinic's annual reconciliation conducted by FSSA.

Annually, FSSA requires the Contractor to provide the Contractor's utilization and reimbursement data for each FQHC and RHC in each month of the reporting period. The report shall be completed in the form and manner set forth in the Hoosier Healthwise MCE Reporting Manuals, are updated annually. The data shall be submitted on an incurred claims basis, including separate reporting of Package A FFS claims, Package A capitation claims, Package C FFS claims and Package C capitation claims. The data shall be submitted on a paid claims basis.

The submitted FQHC and RHC data must be accurate and complete. The Contractor shall pull the data by NPI or LPI, rather than other means, such as a Federal Tax ID number. The Contractor shall establish a process for validating the completeness and accuracy of the data, and a description of this process shall be available to FSSA upon request. The claims files should not omit claims for practitioners rendering services at the clinic nor should the files contain claims for practitioners who did not practice at the clinic.

In addition, FSSA requires the FQHC or RHC and the Contractor to maintain and submit records documenting the number and types of valid encounters provided to members each month. Capitated FQHCs and RHCs shall also submit encounter data (e.g., in the form of shadow claims to the Contractor) each month. The number of encounters will be subject to audit by FSSA or its representatives.

The Contractor shall work with each FQHC and RHC in assisting FSSA and/or its designee in the resolution of disputes concerning year-end reconciliations between the federally required interim payments (made by FSSA to each FQHC and RHC on the basis of provider reported encounter activity) and the final accounting that is based on the actual encounter data provided by the Contractor.

5.2.10 School-based Health Care Services

Contractors must plan for, develop and/or enhance relationships with school-based health centers (SBHCs) with the goal of providing accessible quality preventive and primary health care services to school-aged Hoosier Healthwise members.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

A school-based health center (SBHC) is a health center located in a school or on school grounds that provides on-site comprehensive preventive and primary health services including behavioral health, oral health, ancillary and enabling services. These services may include a wide variety of preventive services including general health screening or assessments, EPSDT screenings, laboratory and diagnostic screenings, immunizations, first aid, family planning counseling and services, prenatal and post-partum care, dental services, behavioral health services, drug and alcohol abuse counseling, patient education and other services based on the student's need and on the philosophy of the school administration.

SBHCs are important in delivering preventive and primary health care services to school age children and adolescents. SBHCs are in a unique position to link children and adolescents to the health care system due to students' proximity and open access to health center services. The school setting additionally offers providers considerable opportunity and flexibility in engaging and reaching students. SBHCs' success at providing access to critical physical and behavioral health services, reducing school absenteeism and promoting appropriate utilization of health services has been well-documented.

Onsite health care providers at SBHCs generally include a nurse practitioner or physician assistant who operates under the standing orders of a physician, a consultant physician and a clinically trained behavioral health practitioner.

SBHCs have varying capacities and resources to deliver health care. For purposes of this procurement, SBHCs are not permitted to serve as PMPs. However, Contractors are encouraged to be creative in their approaches to collaborating with SBHCs and to begin to develop affiliations with SBHCs with the potential of expanding those affiliations and the scope of services available in SBHCs in the future. The following are some examples of the types and levels of services acceptable in SBHCs:

- The SBHC coordinates care with the child's PMP, who assumes responsibility for care whenever the SBHC closes. The SBHC can deliver preventive and primary medical care, but may rely on its partner for year-round accessibility and twenty-four (24)-hour day coverage.

- The SBHC provides a limited range of services. For example, the SBHC may be able to provide services such as preventive medical care, health education, reproductive health care, behavioral health services, dental services and immunizations and may also have limited hours of operation. The SBHC refers the child back to their PMP for the majority of their primary care.

Contractors' relationships with SBHCs will vary depending on the resources available in their areas. The following list includes examples of possible Contractor relationships with Indiana SBHCs, not requirements for the Hoosier Healthwise program:

- FQHCs, health systems or other organizations contracted with a Contractor may sponsor an SBHC. The Contractor reimburses the sponsoring organization, which reimburses the SBHC for care provided to members enrolled in the Contractor.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- A Contractor can include SBHCs in its provider network. The Contractor reimburses the SBHC for care provided to members enrolled in the Contractor.

- Contractors may allow members to self-refer to an SBHC, for example, for a prescribed set of acute care visits and Contractors can reimburse SBHCs on a fee-for-service basis. The primary care functions and reimbursement stay with the child's PMP but, the SBHC serves as an acute care provider.

- The SBHC can function as a satellite office site for existing contracted providers.

- Contractors can reimburse a SBHC for care provided to enrolled members as an out-of-network provider.

To avoid duplicative services, promote continuity of care and develop strong relationships between SBHCs and PMPs, the SBHC should coordinate care and refer the child to their PMP for follow-up.

5.2.11 Indian Healthcare Providers

Section 5006 of ARRA and CFR provides certain protections for Indian health care providers in Medicaid. An Indian health care provider means a health care program, including providers of contract health services, operated by the Indian Health Service (IHS) or an Indian Tribe, Tribal Organization or Urban Indian Organization (I/T/U) as defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. 1603). The Contractor shall offer to enter into contracts with Indian health care providers participating in Medicaid that reflect the provisions in this Section.

5.2.11.1 Access to Indian Healthcare Providers

In accordance with section 5006(d) of ARRA, the Contractor shall:

- Permit any American Indian or Alaska Native (AI/AN) enrollee who is eligible to receive services from a participating Indian healthcare provider to choose to receive covered services from Indian healthcare providers in and out-of-network per 42 CFR 438.14(b)(2), and if that Indian healthcare provider participates in the network as a PMP (if applicable), to choose that Indian healthcare provider as their PMP, as long as that Indian healthcare provider has the capacity to provide the services in accordance with 42 CFR 438.14(b)(3).

- Demonstrate that there are sufficient Indian healthcare providers in the Contractor's network to ensure timely access to services available under the Contract for AI/AN enrollees who are eligible to receive services from such providers per 42 CFR 438.14(b)(1) and 42 CFR 438.14(b)(5). The Contractor shall be held to standards issued by CMS regarding sufficiency of Indian healthcare providers in states like Indiana where few Indian healthcare providers are available. In accordance with 42 CFR §438.56(c) and §457.1212, in the event that timely access to Indian healthcare providers in network cannot be guaranteed

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

due to few or no network participating Indian healthcare providers, the sufficiency standard is satisfied if:

- AI/AN enrollees, living on or off tribal lands, are permitted by the Contractor, to access out-of-state Indian healthcare providers; or
- This circumstance is deemed a good cause reason under the managed care plan contract for AI/AN enrollees to disenroll from the managed care program into fee-for-service.

In accordance with 42 CFR §438.14(b)(3):

The Contractor shall not require any service authorization or impose any condition for an AI/AN enrollee to access services at such facilities. This includes the right of the AI/AN enrollee to choose an Indian Healthcare Provider as a Primary Care Provider, if the Indian Healthcare Provider is a network Provider.

5.2.11.2 Referrals from Indian Healthcare Providers

When a physician in an Indian Healthcare facility refers an AI/AN enrollee to a Network Provider for services covered under this Contract, the Contractor shall not require the member to see a Primary Care Provider prior to the referral.

The network Provider to whom the Indian Healthcare physician refers the member may determine that services are not Medically Necessary or not covered.

5.2.11.3 Tribal Assessments and Care Plans

The Contractor will accept the results of home care service assessments, waiver assessments, reassessments and the resulting care plans developed by tribal assessors for AI/AN enrollees as determined by the tribe. Referrals to non-tribal providers for services resulting from the assessments must be made to providers within the Contractor's network. This applies to services requested by AI/AN enrollees residing on or off tribal land.

5.2.11.4 Tribal Training and Orientation

The Contractor shall provide training and orientation materials to tribal governments upon request and shall make available training and orientation for any interested tribal governments.

5.2.11.5 Payment for Indian Healthcare Providers

In accordance with section 5006(d) of ARRA, the Contractor shall:

- Reimburse Indian healthcare providers, whether in-or out-of-network, for covered services provided to AI/AN enrollees who are eligible to receive services from such providers either at a rate negotiated between the Contractor and the Indian

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

healthcare provider, or if there is no negotiated rate, at a rate not less than the level and amount of payment that would be made if the services were provided by an in-network provider that is not an Indian healthcare provider, in accordance with the requirements set out in section 1932(h) of the Social Security Act, 42 U.S.C. 1396u-2(h), 42 CFR 438.14(b)(2)(i)-(ii), and 42 CFR 438.14(c)(1)-(2). Non-FQHC Indian healthcare providers, whether in or out-of-network, have a right to receive the Encounter Rate established by the IHS on an annual basis and published in the Federal Register per 42 CFR 438.14(c)(2).

- Exempt from all cost sharing, including premiums and copayments, any AI/AN member who is eligible to receive or has received an item or service furnished by an IHCP or through referral under contract health services as required in 42 CFR 447.52(h), 42 CFR 447.56(a)(1)(x), and ARRA 5006(a).

- Make prompt payment to all Indian healthcare providers as set forth in Section 8.5.3 and required by 42 CFR 438.14(b)(2)(iii), ARRA 5006(d), 42 CFR 447.45 and 42 CFR 447.46.

- Not reduce payments to Indian healthcare providers, or other providers of contract health services under referral by an Indian healthcare provider, for covered services provided to an AI/AN enrollee by the amount of a copayment or other cost-sharing that would be due from the AI/AN enrollee if not otherwise prohibited under Section 5006(a) of ARRA.

- Permit all out-of-network Indian healthcare providers to refer eligible members to in network providers per 42 CFR 438.14(b)(6).

In accordance with 42 CFR 438.14(c)(3) and ARRA 5006(d), the State will provide a supplemental payment to non-FQHC Indian healthcare providers for covered services provided to AI/AN enrollees. The amount of the supplemental payment is the difference, if any, of the rate paid by the Contractor for the services and the rate that applies to the provision of such services under the State Plan, which is the encounter rate determined by IHS in the annual federal register notice. To the extent FSSA requires utilization and/or reimbursement data from the Contractor to make a supplemental payment to an Indian healthcare provider, the Contractor shall provide the requested data within thirty (30) calendar days of the request.

5.2.11.6 Cooperation

The Contractor agrees to work cooperatively with the State, other MCEs under contract with the State, and tribal governments to find mutually agreeable mechanisms to implement this section including, but not limited to, a common notification form by which tribal governments may report referrals to the Contractor.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

5.2.12 County Health Departments

FSSA strongly encourages the Contractor to contract or enter into business agreements with any health departments that are willing to coordinate with the Contractor and are able to meet the Contractor's credentialing and service delivery requirements.

5.2.13 Urgent Care Clinics

The Contractor shall affiliate or contract with any willing and able IHCP-enrolled urgent care clinics. The Contractor may utilize the taxonomy code 261QU0200X to help identify urgent care clinics but is not limited by this taxonomy code.

Per 42 CFR § 405.400, urgent care services means services furnished to an individual who requires services to be furnished within twelve (12) hours in order to avoid the likely onset of an emergency medical condition.

5.2.14 Dialysis Treatment Center

The Contractor shall ensure the availability of one dialysis treatment center within sixty (60) miles of the member's residence.

5.2.15 OB/GYNs

The Contactor shall establish a network of OB/GYNs for women's healthcare and maternity needs. The Contractor shall ensure the availability of at least two OB/GYNs practicing within sixty (60) miles of the member's residence and at least one OB/GYNs practicing within thirty (30) miles of the member's residence. FSSA reserves the right to change this requirement at any time in accordance with Section 2.10.

5.2.16 Non-emergency Medical Transportation Providers

In accordance with 42 CFR 440.170(a)(4), the Contractor shall provide an appropriate means of NEMT for individuals, who have no other means or transportation available, and addresses the safety needs of the person with disabilities and/or special needs.

5.3 Provider Enrollment and Disenrollment

The Contractor shall be responsible for meeting all provider screening and enrollment requirements described in 42 CFR 455 Subpart E. The Contractor is prohibited from contracting with providers who have been excluded or have had owners or operators (i.e., those with a controlling interest) excluded from the Federal Government or by the State's Medicaid program for fraud or abuse. The Contractor, as well as its subcontractors and providers, whether contract or non-contract, shall comply with all federal requirements (42 CFR 1002) on exclusion and debarment screening. All tax-reporting provider entities that bill and/or receive Indiana Medicaid funds as the result of this Contract shall screen their owners and employees against the federal exclusion databases (such as LEIE and EPLS).http://exclusions.oig.hhs.gov/ Any services provided by excluded individuals shall be refunded to and/or obtained by the State and/or the Contractor as prescribed in Section 7.4 Program Integrity Overpayment Recovery. Where the excluded individual is the provider of services or an owner of the provider, all amounts paid to the provider for services rendered following their exclusion shall be refunded. The Contractor shall be responsible for checking

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

the lists of providers currently excluded by the State and the Federal Government every thirty (30) calendar days.

The Contractor shall capture ownership and control information from its providers required under 42 CFR 455, including 42 CFR 455.104. In addition, Contractor shall also maintain a list of all rendering providers of providers enrolled, even if rendering providers are not required to enroll with IHCP. Rendering providers are defined as those providers that are performing the services for which a provider bills the Contractor or IHCP. The Contractor shall also verify that all rendering providers are not currently excluded by the State and the Federal Government every thirty (30) calendar days. The federal list is available at: http://exclusions.oig.hhs.gov. FSSA reserves the right to immediately disenroll any provider if the provider becomes ineligible to participate in the IHCP. The Contractor shall immediately inform the OMPP PI Section via a written communication should it disenroll, terminate or deny provider enrollment or credentialing for "program integrity" reasons (i.e., the detection and investigation of fraud and abuse).

The Contractor shall follow established procedures to enroll and disenroll providers, including PMPs. The Contractor will provide training to call center care coordination and 24-hour nurse call line staff on locations and hours of urgent care clinics in the plan's network. The Hoosier Healthwise MCE Policies and Procedures Manual provides detailed information on PMP and provider enrollment and disenrollment procedures.

To process provider enrollments and disenrollments with the Contractor, the Contractor shall submit the required information to the State fiscal agent through the Portal.

The Contractor shall report PMP disenrollments to the State fiscal agent's Provider Enrollment unit by mail, fax, e-mail or Portal. The Contractor shall first notify the State fiscal agent of the intent to disenroll a PMP within five (5) business days of the receipt/issuance of the PMP's disenrollment. The fiscal agent shall receive enrollment/disenrollment requests at least five (5) business days prior to the twenty-fourth (24^{th}) day of the month before the date the Contractor desires the enrollment or disenrollment to become effective. As noted above, the OMPP PI Section should also receive disenrollment notices when they are program integrity related. When advanced notice is not feasible, including, but not limited to, in the event of provider death or exclusion due to fraud or abuse, the Contractor shall submit the disenrollment within five (5) business days of the provider's termination effective date. FSSA shall have the right to take corrective actions if the Contractor does not notify the State fiscal agent in a timely manner.

FSSA shall have the right to immediately disenroll any provider if the provider including the provider's rendering providers – or provider's owners/operators becomes ineligible to participate in IHCP.

When a PMP disenrolls from Hoosier Healthwise, the Contractor shall be responsible for assisting members assigned to that PMP in selecting a new PMP within the Contractor's network. If the member does not select another PMP, the Contractor shall assign the member to another PMP in the Contractor's network before the original PMP's disenrollment is effective.

In accordance with 42 CFR 438.10(f), the Contractor shall make a good faith effort to provide written notice of a provider's disenrollment/termination to any member that has received primary care services from that provider or otherwise sees the provider on a regular basis. Such notice shall be provided to members by the later of thirty (30) calendar days prior to the effective date of the disenrollment/termination or within fifteen (15) calendar days of the Contractor's receipt or issuance of the provider disenrollment/termination notice. However, if the practice or practitioner notifies the Contractor less than thirty (30) days prior to the effective date of

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

the disenrollment/termination, the Contractor shall then notify members as soon as possible but no later than fifteen (15) calendar days after receipt of the notification from the practice or practitioner. If a PMP disenrolls from the Hoosier Healthwise program, but remains an IHCP provider, the Contractor shall assure that the PMP provides continuation of care for his/her Hoosier Healthwise members for a minimum of thirty (30) calendar days or until the member's link to another PMP becomes effective.

The Contractor shall provide the IHCP MCE Practitioner Enrollment Form, IHCP MCE Hospital/Ancillary Provider Enrollment Form, or a Contractor-specific Network Participation Request Form to providers to complete when requesting to join the Contractor's network. If a Contractor Network Participation Request Form is utilized, it shall include all the information captured on the IHCP MCE Enrollment Forms.

The Contractor shall follow the OMPP network effective date policy for all network participation requests. Providers will be effective with the Contractor on the first of the month following the receipt of a complete network participation request. The Contractor may allow for a brand-new provider to be effective the first of the month following the Contract execution. This effective date policy should be followed for all provider types and for all delegated provider networks. The effective date policy applies except for delegated credentialing as outlined in IHCP Bulletins BT2021104 and BT2021109. Providers must be fully enrolled and effective as an IHCP provider prior to becoming effective with the Contractor. The Hoosier Healthwise MCE Policies and Procedures Manual provides detailed information on the provider effective date policy.

The Contractor shall have a central repository solution for all documentation and correspondence that is related to and occurs during the provider network participation process. MCEs must retain the request for participation form, all supporting documents submitted by the provider, all credentialing files, and contract related documents as well as written and email correspondence.

The Contractor shall conduct an annual internal review of the network participation process and determine if there are key inefficiencies that need to be addressed. This includes a review of all components of the provider network participation process and timeliness to complete provider requests.

5.4 Provider Agreements

The Contractor must have a process in place to review and authorize all network provider contracts. The Contractor must submit a model or sample contract of each type of provider agreement to FSSA for review and approval at least sixty (60) calendar days prior to the Contractor's intended use. The Contractor must notify FSSA of any changes to the contract templates.

To allow sufficient processing time for the enrollment of the PMP and ensure an effective date of January 1, 2023, the Contractor shall submit the completed PMP enrollment request to the State fiscal agent through the IHCP Provider Healthcare Portal.

The Contractor shall include in all of its provider agreements provisions to ensure continuation of benefits. The Contractor shall identify and incorporate the applicable terms of its Contract with the State and any incorporated documents. Under the terms of the provider services agreement, the provider shall agree that the applicable terms and conditions set out in the Contract, any incorporated documents, and all applicable state and federal laws, as amended, govern the duties and responsibilities of the provider with regard to the provision of services to members. The requirement set forth in Section 2.6 that subcontractors indemnify and hold harmless the State of Indiana do not extend to the contractual obligations and

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

agreements between the Contractor and health care providers or other ancillary medical providers that have contracted with the Contractor.

In addition to the applicable requirements for subcontracts in Section 2.6, the provider agreements shall meet the following requirements:

- Describe a written provider claim dispute resolution process.
- Require each provider to maintain a current IHCP provider agreement and to be duly licensed in accordance with the appropriate state licensing board and remain in good standing with said board.
- Require each provider to submit all claims that do not involve a third-party payer for services rendered to the Contractor's members within ninety (90) calendar days or less from the date of service. The Contractor shall waive the timely filing requirement in the case of claims for members with retroactive coverage, such as presumptively eligible pregnant women and newborns.
- The Contractor shall waive timely filing in cases where a retroactive coverage change or error has resulted in another MCE or Fee For Service recouping or recovering a claim. The Contractor shall permit the provider to submit a claim for payment within ninety (90) days of claim's recovery or recoupment notice from the previous payer.
- Require each provider to utilize the Indiana Health Coverage Program Prior Authorization Request Form available on the Indiana Medicaid website for submission of prior authorization requests to the Contractor.
- Include a termination clause stipulating that the Contractor shall terminate its contractual relationship with the provider as soon as the Contractor has knowledge that the provider's license or IHCP provider agreement has terminated.
- Terminate the provider's agreement to serve the Contractor's Hoosier Healthwise members at the end of the Contract with the State.
- Monitor providers and apply corrective actions for those who are out of compliance with FSSA's or the Contractor's standards.
- Obligate the terminating provider to submit all encounter claims for services rendered to the Contractor's members while serving as the Contractor's network provider and provide or reference the Contractor's technical specifications for the submission of such encounter data.
- Not obligate the provider to participate under exclusivity agreements that prohibit the provider from contracting with other state contractors.
- Provide the PMP with the option to terminate the agreement without cause with advance notice to the Contractor. Said advance notice shall not have to be more that ninety (90) calendar days.
- Provide a copy of a member's medical record at no charge upon reasonable request by the member, and facilitate the transfer of the member's medical record to another provider at the member's request.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Require each provider to agree that it shall not seek payment from the State for any service rendered to a Hoosier Healthwise member under the agreement.

- For behavioral health providers, require that members receiving inpatient psychiatric services are scheduled for outpatient follow-up and/or continuing treatment prior to discharge. This treatment must be provided within seven (7) calendar days from the date of the member's discharge.

- Require each provider to agree to use best commercial efforts to collect required copayments for services rendered Package C members.

The Contractor shall have written policies and procedures for registering and responding to claims disputes for out-of-network providers, in accordance with the claims dispute resolution process for non-contracted providers outlined in 405 IAC 1-1.6-1.

The Contractor's in-network provider claim dispute process must adhere to the same rules laid out for out-of-network providers in 405 IAC 1-1.6-1

In accordance with 42 CFR 438.60, no payments should be made to a network provider other than by the Contractor for services covered under the Contract with the State, except when these payments are specifically required to be made by the State in Title XIX of the Social Security Act.

5.5 Provider Credentialing

The Contractor's network of providers must be credentialed as required under 42 CFR 438.214(b) and 42 CFR 438.206(b)(6). In all contracts with network providers, the Contractor must follow a documented process and the State's uniform credentialing and recredentialing policy, as appropriate per 42 CFR 438.12(a)(2) and 42 CFR 438.214(b). The Contractor shall have written credentialing and re-credentialing policies and procedures for ensuring quality of care is maintained or improved and assuring that all contracted providers hold current state licensure and enrollment in the IHCP. The Contractor's credentialing and re-credentialing process for all contracted providers shall meet the National Committee for Quality Assurance (NCQA) guidelines. The same provider credentialing standards must apply across all Indiana Medicaid programs.

The Contractor shall use the information outlined on IHCP MCE Practitioner Enrollment Form and IHCP MCE Hospital/Ancillary Provider Enrollment Forms during the credentialing process. The Contractor must ensure that providers agree to meet all of FSSA's and the Contractor's standards for credentialing PMPs and specialists, and maintain IHCP manual standards, including:

- Compliance with state record keeping requirements;

- FSSA's access and availability standards; and

- Other quality improvement program standards.

As provided in 42 CFR 438.214(c) and 42 CFR 438.12(a), which prevents discrimination in provider selection, the Contractor's provider credentialing and selection policies shall not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. The Contractor shall not employ or contract with providers that have been excluded from participating in federal health care programs under Section 1128 or Section 1128A of the Social Security Act per 42 CFR 438.214(d)(1). The

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Contractor shall notify FSSA, in the manner prescribed by the State, of any credentialing applications that are denied due to program integrity related reasons.

The Contractor shall process all credentialing applications within thirty (30) calendar days of receipt of a complete application. If the Contractor delegates credentialing functions to a delegated credentialing agency, the Contractor shall ensure all credentialed providers are loaded into the Contractor's provider files and claims system within seven (7) calendar days of receipt from the delegated entity.

The Contractor shall outline for providers the information necessary and steps required to be credentialed with the Contractor, including what provider types require credentialing and which do not. This information should be communicated on the Contractor's public facing website and in direct correspondence with providers.

The contractors credentialing and recredentialing process, policies and procedures must be demonstrated in readiness review.

The State intends to implement a centralized model for provider enrollment and credentialing. Upon implementation the Contractor shall accept the FSSA enrollment and credentialing determinations as final. The Contractor shall not require providers to submit supplemental information for purposes of conducting an additional credentialing process. Contractor may not add credentialing requirements to the contracting process, or delay contracting with a provider consistent with IC 12-15-11-9(b). The Contractor shall continue to retain final decision-making responsibilities with respect to provider contracts and network design, subject to other requirements of this Contract including but not limited to network adequacy. The Contractor shall comply with all rules, regulations, and policies established.

5.6 Medical Records

The Contractor shall ensure that providers maintain and share member health records in accordance with professional standards per 42 CFR 438.208(b)(5). The Contractor shall assure that its records and those of its participating providers document all medical services that the member receives in accordance with state and federal law. In accordance with 405 IAC 1-1.4-2, the provider's medical record shall include, at a minimum:

- The identity of the individual to whom service was rendered;
- The identity of the provider rendering the service;
- The identity, including date signature or initials, and position of the provider employee rendering the service, if applicable;
- The date on which the service was rendered;
- The diagnosis of the medical condition of the individual to whom service was rendered; relevant to physicians and dentists only;
- A detailed statement describing services rendered, including duration of services rendered;
- The location at which services were rendered;
- The amount claimed through Medicaid for each specific service rendered;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Written evidence of physician involvement, including signature or initials, and personal patient evaluation will be required to document the acute medical needs;

- A current plan of treatment and progress notes, as to the medical necessity and effectiveness of treatment and ongoing evaluations as to assess progress and refine goals, and

- X-rays, mammograms, electrocardiograms, ultrasounds, and other electronic imaging records.

The medical records should include details such as prescriptions for medications; inpatient discharge summaries; patient histories (including immunizations) and physicals; a list of substances used and/or abused, including alcohol, smoking and legal and illegal drugs; and a record of outpatient, inpatient and emergency care, specialist referrals, ancillary care, laboratory and x-ray tests and findings.

The Contractor's providers shall maintain members' medical records in a detailed and comprehensive manner that conforms to good professional medical practice, permits effective professional medical review and medical audit processes, and facilitates an accurate system for follow-up treatment. Medical records shall be legible, signed and dated and maintained for at least seven (7) years as required by state and federal regulations.

The Contractor's providers shall provide a copy of a member's medical record upon reasonable request by the member at no charge, and the provider shall facilitate the transfer of the member's medical record to another provider at the member's request.

Confidentiality of, and access to, medical records shall be provided in accordance with the standards mandated in the Health Insurance Portability and Accountability Act (HIPAA) and all other state and federal requirements, including, but not limited to, 42 CFR Part 2 specific to confidentiality of alcohol and drug abuse records.

The Contractor's providers shall permit the Contractor and representatives of FSSA to review members' medical records for the purposes of monitoring the provider's compliance with the medical record standards, capturing information for clinical studies, monitoring quality or any other reason, in accordance with 405 IAC 1-1.4-2. The failure of Contractor and/or its participating providers to keep and maintain detailed and accurate medical records as required in this section may result in Contractor and/or its participating providers repaying FSSA or Contractor for amounts paid corresponding to the services rendered for which accurate and detailed medical records are not timely provided.

Records must be provided by Contractor and/or its participating providers upon request within the timeframe identified in the request. FSSA in its sole discretion may authorize additional time for responding to medical records requests made by Contractor or FSSA. The failure of Contractor and/or its participating providers to timely submit records may result in the assessment of an overpayment and/or other non-compliance remedies identified in Exhibit 2.D. FSSA encourages Contractors to use technology, including the participation in health information exchanges, where appropriate to transmit and store medical record data. See Section 8.8 for more information regarding electronic health records and data sharing requirements.

5.7 Provider Education and Outreach

The Contractor shall provide ongoing education to its provider network on the Hoosier Healthwise program, as well as Contractor-specific policies and procedures. In addition to

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

developing its own provider education and outreach materials, the Contractor shall be required to coordinate with FSSA-sponsored provider outreach activities upon request.

The contractor shall provide a provider relations plan to include frequency of visits and outcomes from concerns identified, program education, claim issues, etc.

The Contractor shall educate its contracted providers, including behavioral health providers, regarding provider requirements and responsibilities, the Contractor's prior authorization policies and procedures, clinical protocols, member's rights and responsibilities, claims submission process, claims dispute resolution process, program integrity, identifying potential fraud and abuse, pay-for-performance programs and any other information relevant to improving the services provided to the Contractor's Hoosier Healthwise members.

5.7.1 Provider Communications Review and Approval

All provider communication materials required in this section or otherwise developed by the Contractor shall be pre-approved by FSSA. The Contractor shall develop and include a Contractor-designated inventory control number on all provider communications, including letters, forms, bulletins and promotional, educational, training, informational or other outreach materials, with a date issued or date revised clearly marked. The purpose of this inventory control number is to facilitate FSSA's review and approval of all provider communications and documentation of its receipt and approval of original and revised documents.

The Contractor shall submit all provider communication materials designed for distribution to, or use by, contracted providers to FSSA for review and approval at least thirty (30) calendar days prior to use and distribution. The Contractor shall also submit any material changes to previously approved provider communication materials to FSSA for review and approval at least thirty (30) calendar days prior to use and distribution. The Contractor shall receive approval from FSSA prior to distribution or use of materials. FSSA's decision regarding any communication materials is final. The Contractor shall include the State program logo(s) in their provider communication materials upon FSSA request.

The Contractor shall not refer to or use the FSSA, OMPP or other state agency name or logo in its provider communications without prior written approval. The Contractor shall request in writing approval from FSSA for each desired reference or use at least thirty (30) calendar days prior to the reference or use. Any approval given for the FSSA, OMPP or other state agency name or logo is specific to the use requested, and shall not be interpreted as blanket approval.

All FSSA-approved provider communication materials shall be available on the Contractor's provider website within three (3) business days of distribution. The provider communication materials shall be organized online in a user-friendly, searchable format by communication type and subject.

Any provider communications by a subcontractor to IHCP providers regarding the Hoosier Healthwise program must comply with the provisions in the section, just as the contractor is required.

5.7.2 Provider Policy and Procedures Manual

The Contractor shall provide and maintain a Provider Policies and Procedures Manual for use by the Contractor's network of Hoosier Healthwise providers. The

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Provider Policies and Procedures Manual shall be available both electronically and in hard copy (upon request) to all network providers, without cost, at the time the Contract is initiated, when there are any chances in policies and procedures, and upon a provider's request. The Provider Policies and Procedures Manual shall include, at minimum, the following information, separately stated for each State lines of business as appropriate:

- Benefits and limitations;
- Claims filing instructions;
- Criteria and process to use when requesting prior authorizations;
- Definition and requirements pertaining to urgent and emergent care;
- Participants' rights;
- Providers' rights for advising or advocating on behalf of his or her patient;
- Provider non-discrimination information;
- Procedures for a provider to report when an overpayment is received, how to return the overpayment within sixty (60) calendar days after the date on which the overpayment was identified, and to notify the Contractor in writing of the reason for the overpayment per 42 CFR 438.608(d)(2);
- Policies and procedures for member grievance, appeal, and fair hearings, availability of member assistance, and the member's right to request continuation of benefits, in accordance with 42 CFR 438.414 and 42 CFR 438.400-424 and 42 CFR 438.10(g)(2)(xi)(A)-(E);
- Frequently asked questions and answers; and
- Contractor, FSSA and OMPP contact information such as addresses and phone numbers.

The Contractor shall offer Provider Policies and Procedures Manual training to all network providers when they are initially enrolled in the network, whenever there are changes in policies or procedures, and upon a provider's request. Updates or changes in operation that require revisions to the Provider Policies and Procedures Manual shall be submitted to FSSA for review and approval in accordance with the requirements outlined in Section 5.7.1.

5.8 Contractor Communications with Providers

The Contractor shall have in place policies and procedures to maintain frequent communications and provide information to its provider network. As required by 42 CFR 438.207(c), which sets notification requirements, the Contractor shall notify FSSA of material changes, as described in Section 2.9, that may affect provider procedures at least thirty (30) calendar days prior to notifying its provider network of the changes. The Contractor shall give providers at least forty-five (45) calendar days advance notice of material changes that may affect the providers' procedures such as changes in subcontractors, claims submission procedures or prior authorization policies. The Contractor shall post a notice of the changes

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

on its website to inform both network and out-of-network providers and make payment policies available to non-contracted providers upon request.

All public facing communications from the Contractor's subcontractors must be approved by FSSA and meet the same timeframe as the contractor's requirement.

Because some pharmacy services are covered by Indiana Medicaid FFS under the pharmacy benefit consolidation, Contractors must educate providers about which pharmacy services should be submitted to the State fiscal agent for reimbursement, and which should be submitted to the Contractor.

In accordance with 42 CFR 438.102, which relates to provider-enrollee communications, the Contractor shall not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a member. Contractor shall communicate this clearly to all providers.

5.8.1 Provider Website

The Contractor shall develop and maintain a website in an FSSA-approved format (compliant with Section 508 of the US Rehabilitation Act) to ensure compliance with existing accessibility guidelines for network and out-of-network providers. The website shall be live and meet the requirements of this section on the effective date of the Contract. FSSA shall pre-approve the Contractor's website information and graphic presentations. The Contractor may choose to develop a separate provider website or incorporate it into the home page of the member website described in Section 4.4.3.

To minimize download and wait times, the website shall avoid techniques or tools that require significant memory or disk resources or require special intervention on the user side to install plug-ins or additional software. The Contractor shall date each web page, change the date with each revision and allow users print access to the information. The provider website may have secured information available to network providers but shall, at a minimum, have the following information available to all providers:

Contractor's contact information;

- Provider Policy and Procedure Manual and associated forms;
- All of Contractor's provider communication materials, organized online in a user-friendly, searchable format by communication type and topic;
- A link to the State's preferred drug list (Hoosier Healthwise only);
- Claim submission information including, but not limited to the Contractor submission and processing requirements, paper and electronic submission procedures, emergency room auto-pay lists and frequently asked questions;
- Provider claims dispute resolution procedures for contracted and out-of-network providers;
- Prior authorization procedures, including a complete list of services which require prior authorization;
- Appeal procedures;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Entire network provider listings;
- Links to FSSA and OMPP websites for general Medicaid and Hoosier Healthwise information;
- HIPAA and 42 CFR Part 2 Privacy Policy and Procedures; and
- Network participation request information including all of the information, steps and forms that are required from the provider for a request to join the Contractor's network and be credentialed.

Upon identification of a system configuration error involving provider enrollment, prior authorization, or claims processing that impacts the ability to correctly pay claims, the Contractor shall post a formal notification on its website with the following information:

- The date(s) of service of claims impacted
- A brief explanation of the provider enrollment, prior authorization, or claims processing error
- The timeframe for the system correction to be made
- The method by which impacted claims will be corrected

5.8.2 Provider Services Helpline

The Contractor shall maintain a toll-free telephone helpline for all providers with questions, concerns or complaints. With the exception of the holidays listed below, the Contractor shall staff the telephone provider helpline with personnel trained to accurately address provider issues during (at a minimum) a twelve (12)-hour business day, from 8 a.m. to 8 p.m. Eastern, Monday through Friday. The provider helpline may be closed on the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving, and Christmas. The helpline shall open sixty (60) days prior to the Contractor's go live date, subject to State approval. The helpline staff must be based in Indiana and take at a minimum seventy percent (70%) of the health plan's calls, except when emergency rollover is required. The State must be notified if such an emergency is taking place. A minimum of fifty percent (50%) of helpline staff must be employees of the prime Contractor. For all days with a closure the Contractor must provide access to providers to process emergency authorizations as needed.

The Contractor may request that additional days, such as the day after Thanksgiving, be authorized for limited staff attendance. This request shall be submitted to FSSA at least thirty (30) calendar days in advance of the date being requested for limited staff attendance and must be approved by FSSA. For all days with a closure, early closing or limited staff attendance, there shall be a process for providers to process emergency prior authorizations as needed. Call center closures, limited staffing or early closures shall not burden a member's access to care.

The Contractor shall maintain a system for tracking and reporting the number and type of provider calls and inquiries. The Contractor must monitor its provider helpline and report its telephone service performance to FSSA each quarter as described in the Hoosier Healthwise MCE Reporting Manuals.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

5.8.3 IHCP Roadshows and Seminars

The State fiscal agent sponsors roadshows and seminars for all IHCP providers. The Contractor shall participate in the roadshows and provider seminars. A Contractor representative must participate in planning roadshows and seminars and be available to make formal presentations and respond to questions during the scheduled time(s). The Contractor is also encouraged to set up an information booth with a representative available during the IHCP roadshows and seminars.

5.8.4 Provider Welcome Letter

The Contractor is required to send out a provider welcome letter within five (5) business days of the network participation process completion. The Contractor shall include the standard language provided by FSSA in all provider welcome letters. The standard language includes things such as network effective date, effective date policy, and reference to provider materials. The Contractor may add additional language at the discretion of and approval by FSSA.

The welcome letter should be the final confirmation that the provider is fully enrolled in the Contractor's network and able to render services.

5.9 Payment for Health Care-Acquired Conditions and Provider-Preventable Conditions

The Contractor shall develop policies and procedures to prohibit the payment of charges for certain hospital acquired conditions and "never events." These policies and procedures shall be approved by FSSA prior to implementation and upon any subsequent change.

In accordance with 42 CFR 434.6(a)(12)(i), 42 CFR 438.3(g) and 42 CFR 447.26(b), no payment shall be made by the Contractor to a provider for a provider-preventable condition as identified in the State Plan when the following criteria is met:

- Is found by the State or Contractor, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.
- Has a negative consequence for the beneficiary.
- Is auditable.
- Includes, at a minimum, wrong surgical or other invasive procedure performed on a patient; surgical or other invasive procedure performed on the wrong body part; surgical or other invasive procedure performed on the wrong patient.

All payments made by Contractor for "never events" shall be recovered by the Contractor and/or FSSA as prescribed in Section 7.4 Program Integrity Overpayment Recovery. The Contractor shall report all identified provider-preventable conditions, as required by FSSA per 42CFR 438.3(g).

The Contractor's policies on non-payment of certain hospital-acquired conditions must comply with 405 IAC 1-10.5-5 and the IHCP Provider Bulletin regarding Present on Admission Indicator for Hospital Acquired Conditions dated March 30, 2023 (BT202326), as well as any updates or amendments thereto. IHCP follows the CMS determinations for

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

hospital-acquired conditions (HACs) that will not be considered for payment if the diagnoses were not present on admission (POA).

The Contractor shall require that as a condition of payment, all providers agree to comply with the reporting requirements in 42 CFR 447.26(d), 42 CFR 438.3(g), and 42 CFR 434.6(a)(12)(ii). The Contractor's policy on non-payment of certain never events shall be developed in accordance with current Medicare National Coverage Determinations (NCDs), as well as any Indiana Medicaid FFS rules or other guidance adopted or issued by FSSA at a future date.

5.10 Member Payment Liability

In accordance with 42 CFR 438.106, 42 CFR 438.3(k), 42 CFR 438.230, and section 1932(b)(1)-(2) and (6) of the Social Security Act, which relates to liability for payment, the Contractor and its subcontractors shall provide that members are not held liable for any of the following:

- Any payments for covered services furnished under a contract, referral or other arrangement, to the extent that those payments are in excess of the amount that the member would owe if the Contractor provided the services directly;
- Covered services provided to the member for which FSSA does not pay the Contractor;
- Covered services provided to the member for which FSSA or the Contractor does not pay the provider that furnishes the services under a contractual, referral or other arrangement; and
- The Contractor's debts or subcontractor's debts, in the event of the entity's insolvency.

If the Contractor imposes premiums or charges on enrollees that are in excess of those permitted in the Medicaid program, in accordance with 42 CFR 438.700(b)(2), the State may impose a civil monetary penalty of up to twenty-five thousand dollars ($25,000) or double the amount of the excess charges (whichever is greater) and may enforce other corrective actions as described in Exhibit 2.D. Per 42 CFR § 447.51, premium means any enrollment fee, premium, or other similar charge.

If the State imposes a civil monetary penalty on the Contractor for this violation, the State will deduct the amount of the overcharge from the penalty and return it to the affected enrollee per 42 CFR 438.704(c).

The Contractor shall ensure that its providers do not balance bill its members, i.e., charge the member for covered services above the amount paid to the provider by the Contractor per 42 CFR 438.3(k), 42 CFR 438.230(c)(1)-(2), and section 1932(b)(6) of the Social Security Act. If the Contractor is aware that an out-of-network, non-IHCP provider, such as an out-of-state emergency services provider, is balance billing a member, the Contractor shall instruct the provider to stop billing the member and to enroll in the IHCP in order to receive reimbursement from the Contractor. The Contractor shall also contact the member to help resolve issues related to the billing.

IHCP providers are prohibited from charging a member, or the family of the member, for any amount not paid as billed for a covered IHCP service. Provider acceptance of payment from the Contractor as payment in full is a condition of participation in the IHCP. An IHCP provider can bill a member only when the following conditions have been met:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- The service rendered must be determined to be non-covered by the IHCP;
- The member has exceeded the program limitations for a particular service;
- The member must understand, before receiving the service, that the service is not covered under the IHCP, and that the member is responsible for the charges associated with the service; and
- The provider must maintain documentation that the member voluntarily chose to receive the service, knowing that the IHCP did not cover the service. A generic consent form is not acceptable unless it identifies the specific procedure to be performed, and the member signs the consent before receiving the service. See the IHCP Provider Manual for more information.

In cases where prior authorization is denied, a provider can bill a member for covered services if certain safeguards are in place and followed by the provider. The Contractor shall establish, communicate and monitor compliance with these procedures, which shall include at least the following:

- The provider must establish that authorization has been requested and denied prior to rendering the service;
- The provider has an opportunity to request review of the authorization decision by the Contractor. The Contractor must inform providers of the contact person, the means for contact, the information required to complete the review and the procedures for expedited review if necessary;
- If the Contractor maintains the decision to deny authorization, the provider must inform the member that the service requires authorization, and that authorization has been denied—if the provider is an out-of-network provider, the provider must also explain that covered services may be available without cost in-network if authorization is provided;
- The member must be informed of the right to contact the Contractor to file an appeal if the member disagrees with the decision to deny authorization;
- The provider must inform the member of member responsibility for payment if the member chooses to or insists on receiving the services without authorization;
- If the provider chooses to use a waiver to establish member responsibility for payment, use of such a waiver shall meet the following requirements:
    - The waiver is signed only after the member receives the appropriate notification;
    - The waiver does not contain any language or condition to the effect that if authorization is denied, the member is responsible for payment;
    - Providers must not use non-specific patient waivers. A waiver must be obtained for each encounter or patient visit that falls under the scenario of non-covered services;
    - The waiver must specify the date the services are provided and the services that fall under the waiver's application; and

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- The provider must have the right to appeal any denial of payment by the Contractor for denial of authorization.

5.11 Provider Directory

The Contractor shall develop a searchable provider network identifying each provider's specialty, service location(s), hours of operation, phone numbers, public transportation access, and other demographic information as described in Section 4.2.4. A printed copy of the provider directory shall also be available to members and FSSA upon request. The Contractor may use the same provider directory for its Indiana State Medicaid lines of business as long as the directory clearly designates which population(s) the provider serves.

In accordance with 42 CFR 438.10(h), the provider directory shall include the following information for all network providers, including but not limited to, all types of PMPs, specialists, hospitals, pharmacies, and behavioral health providers:

- Names and group affiliations of PMPs, the PMPs' service locations (including county), phone numbers, office hours, type of PMP (i.e., family practice, general practitioners, general internists, general pediatricians, obstetricians and gynecologists, and internal medicine physicians specializing in pediatrics or endocrinology) and whether the PMPs are accepting new members;

- Names and group affiliations of specialty providers (including behavioral health providers and community mental health centers, and medication assistance treatment (MAT) providers), their service locations (including county), phone numbers, office hours, type of specialty;

- Names of hospital providers, pharmacies, behavioral health providers, home care providers and all other network providers;

- Cultural and linguistic capabilities, including languages (including ASL) spoken by the provider or the provider's office personnel (including skilled medical interpreters, if applicable);

- Whether the provider has completed cultural competence training;

- Provider websites, if applicable;

- If the provider has accommodations for people with physical disabilities, including offices, exam rooms and equipment;

- Pharmacies and behavioral health providers; and

- Contact information for all brokers contracted with the MCE and identification of providers that are not accepting new patients.

The Contractor shall include the aforementioned provider network information in an FSSA-approved format (compliant with Section 508 of the US Rehabilitation Act) on its member website. The Contractor shall list provider network information by county on the Contractor's website and update the information every two (2) weeks. As required by 42 CFR 438.10(h)(3)(ii), provider network information on the Contractor's website must be updated no later than thirty (30) calendar days after the Contractor receives updated provider information. Network provider information shall be available on the Contractor's website to print from a remote user location and in a machine-readable file and format as specified by the Secretary per 42 CFR 457.1207 and 42 CFR 438.10(h)(4). Paper provider network directories must be

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

updated at least monthly if the Contractor does not have a mobile-enabled, electronic directory; or quarterly if the Contractor has a mobile-enabled electronic directory (42 CFR 438.10(h)(3)).

5.12 Hospital Assessment Fee

Hospital Assessment Fee (HAF) payments will be integrated into capitation rates. This is a State-directed minimum fee schedule payment, as described in 42 CFR 438.6(c)(1)(iii)(A); the Contractor shall pay no less than State plan approved enhanced reimbursement to eligible providers. Contractors are required to pay HAF hospitals at the enhanced Medicaid rates for HAF eligible services detailed below:

- HAF eligible hospitals
    - Contracted providers: MCEs shall pay one hundred percent (100%) of the enhanced (HAF) rates, which is one hundred percent (100%) of the fee schedule rate multiplied by the HAF factor OR one hundred percent (100%) of the Inpatient APR DRG rate multiplied by the HAF factor.
    - Non-contracted providers: MCEs shall pay one hundred percent (100%) of the enhanced (HAF) rates, which is one hundred percent (100%) of the fee schedule rate multiplied by the HAF factor OR one hundred percent (100%) of the Inpatient APR DRG rate multiplied by the HAF factor.
- Non-HAF eligible hospitals
    - Contracted providers: MCEs shall pay the amount negotiated with the contracted provider
        - One hundred percent (100%) of the Medicaid APR DRG rates for Inpatient and one hundred percent (100%) of the Medicaid OP Fee Schedule.
    - Non-contracted providers: MCEs shall pay the following:
        - One hundred percent (100%) of the Medicaid APR DRG rates for Inpatient and one hundred percent (100%) of the Medicaid OP Fee Schedule.

5.13 Physician Faculty Access to Care (PFAC) Program

Enhanced reimbursement is authorized under the Indiana Physician Faculty Access to Care (PFAC) program. This is a State-directed minimum fee schedule payment, as described in 42 CFR 438.6(c)(1)(iii)(A); the Contractor shall pay no less than State plan approved enhanced reimbursement to eligible providers.

The program provides enhanced reimbursement for physician services rendered to all of the non-dual Medicaid populations, including those served under risk-based managed care programs, by qualified faculty physicians or other eligible practitioners, as defined in the State Plan.

Eligible physicians and practitioners must be employed by either Indiana University Health, Inc. (IU Health Physicians) or the Sidney and Lois Eskenazi Hospital (Eskenazi Medical Group), also known as the Health and Hospital Corporation of Marion County. The physicians must be affiliated with an in-state medical school, licensed by the State of Indiana, and enrolled as an Indiana Medicaid provider. The program also applies to non-physician staff

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

such as nurses, physician assistants, midwifes, social workers, psychologists, and optometrists.

Eligible physicians and non-physician staff are eligible for reimbursement at up to the average commercial rate (ACR), with actual enhanced reimbursement subject to annual performance on specified access metrics. Performance payout levels are calculated separately for IU Health Physicians and Eskenazi Medical Group, respectively.

Contractor is responsible for ensuring PFAC payments are delivered to eligible providers.

5.14 State-directed Applied Behavioral Analysis (ABA) Reimbursement

The Contractor shall pay for Applied Behavioral Analysis (ABA) services at no less than the State plan approved fee schedule, and will update provider reimbursement in coordination with updates to State plan approved rates. This is a State-directed minimum fee schedule payment, as described in 42 CFR 438.6(c)(1)(iii)(A).

ABA services include procedure codes 97151 through 97158, 0362T, and 0373T.

6. Quality Assessment and Performance Improvement/Utilization Management

The Contractor shall monitor, evaluate and take effective action to identify and address any needed improvements in the quality of care delivered to members in the Hoosier Healthwise program by all providers in all types of settings, in accordance with the provisions set forth in this Scope of Work. In compliance with state and federal regulations, the Contractor shall submit quality improvement data, including data that meets HEDIS standards for reporting and measuring outcomes, to FSSA that includes the status and results of performance improvement projects. Additionally, the Contractor must submit information requested by FSSA to complete the State's annual Quality Strategy Plan for CMS.

6.1 Quality Management and Improvement Program

The Contractor's Medical Director shall be responsible for the coordination and implementation of the Quality Assessment and Performance Improvement Program. The program shall be based on professional standards; the purpose of the program is to assess and monitor the health care services provided to the members enrolled in the organization per IC 27-13-6-1(a); establish procedures that assess the availability, accessibility, and continuity of care of services as well as implement any corrective actions if necessary per IC 27-13-6-1(b). The State will identify certain performance measurements that will be outlined in the Quality Strategy Plan including those specified by CMS [42 CFR 438.330(c)(1)(i))].

The Contractor is expected to measure and report data to the State on its performance measures based on the frequency set forth in the MCE Reporting Manual or as requested by the State [42 CFR 438.330(c)(2)] as a means to monitor and evaluate quality performance of the program. Specifically, the Contractor is required to provide HEDIS and CAHPS data per MCE Reporting Manual.

The program shall have objectives that are measurable, realistic and supported by consensus among the Contractor's medical and quality improvement staff. Through the Quality Assessment and Performance Improvement Program, the Contractor shall have ongoing comprehensive quality assessment and performance improvement activities aimed at improving the delivery of health care services to members in accordance with 42 CFR 438.330(a)(1) and (a)(3). As a key component of its Quality Management and Improvement Program, the Contractor shall develop incentive programs for both providers and members,

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

with the ultimate goal of encouraging appropriate utilization of health care resources and improving health outcomes of Hoosier Healthwise members. The Contractor shall establish different provider and member incentives for its Hoosier Healthwise population.

The State requires that the Quality Assessment and Performance Improvement Program at a minimum must include according to IC 27-13-6-3:

(1) A written statement of the scope and purpose of the quality management program, including a written statement of goals and objectives that emphasizes improved health status in evaluating the quality of care rendered to its members. This may be included as part of the Quality Assessment and Performance Improvement Program Description. The statement must describe quality improvement activities including the following IC 27-13-6-4:

- Problem assessment, identification, selection, and study.
- Corrective action, monitoring, evaluation, and reassessment.
- Interpretation and analysis of patterns of care rendered to individual patients by individual providers.
- Comparison between patterns of care, including outcomes, rendered to patients by providers and the cost to the health maintenance organization of that care. A written statement describing the system of focused quality assurance activities based on representative samples of the enrolled population that identifies method of topic selection, study, data collection, analysis, interpretation, and report format.

(2) The organizational structure responsible for quality management activities.

(3) Any contractual arrangements, when appropriate, for delegation of quality management activities.

(4) Confidentiality of policies and procedures.

(5) A system of ongoing evaluation activities.

(6) A system of focused evaluation activities.

(7) A system for credentialing providers and performing peer review activities.

(8) Duties and responsibilities of the designated physician responsible for the quality management activities.

In addition, the State requires the Contractor's QAPI program to have mechanisms in place that evaluate the health care services provided by primary care and specialist physicians and those provided by ancillary and preventive health care services across all care settings (IC 27-13-6-2).

It is also the responsibility of the Contractor to have procedures in place to monitor and act on quality opportunities including corrective action, if appropriate, for health care services provided that do not meet standards of care. There must be written plans in place that address appropriate action to take when it is determined that inappropriate or substandard services have been provided or when there were services that should have been provided were not provided (IC 27-13-6-5).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

According to IC 27-13-6-6, the Contractor shall utilize and maintain member record systems to facilitate documentation and retrieval of clinical information for the purpose of evaluating care coordination as well as assess the quality of health and medical care being provided.

The Contractor shall also include Performance Improvement Projects (PIPs), including any required by the State or CMS, that focus on clinical and non-clinical areas in compliance with 42 CFR 438.330(b)(1), 42 CFR 438.330(d)(1)-(3), and 42 CFR 438.330(a)(2). Each PIP shall include:

- A design to achieve significant improvement, sustained over time, in health outcomes and enrollee satisfaction;
- Measurement of performance using objective quality indicators;
- Implementation of interventions to achieve improvement in the access to and quality of care;
- An evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; and
- Planning and initiation of activities for increasing or sustaining improvement.

The Contractor shall report the status and results of each PIP to the State as required in the MCE Reporting Manual.

As a part of the Contractor's Quality Management and Improvement Program, the Contractor shall participate in FSSA's annual performance improvement program.

The Contractor shall meet the requirements of 42 CFR 438 subpart E on Quality Assessment and Performance Improvement and the National Committee for Quality Assurance (NCQA), including but not limited to the requirements listed below, in developing its Quality Assessment and Performance Improvement Program and the Quality Assessment and Performance Improvement Program Work Plan. In doing so, it shall include (i) an assessment of quality and appropriateness of care provided to members with special needs, (ii) complete performance improvement projects in a reasonable time so as to allow information about the success of performance improvement projects to be incorporated into subsequent quality improvement projects; and (iii) produce quality of care reports at least annually.

The Contractor's Quality Assessment and Performance Improvement Program shall comply with 42 CFR 438.330(b)(2)-(4), 42 CFR 438.330(c), 42 CFR 438.330(a)(2), 42 CFR 438.340 and include the following:

- Include developing and maintaining an annual Quality Management and Improvement Program Work Plan which sets goals, establishes specific objectives, identifies the strategies and activities to undertake, monitors results and assesses progress toward the goals.

- Have in effect mechanisms to detect both underutilization and overutilization of services. The activities the Contractor takes to address underutilization and overutilization must be documented.

- Have written policies and procedures for quality improvement. Policies and procedures must include methods, timelines and individuals responsible for completing each task.

- Incorporate an internal system for monitoring services, including data collection and management for clinical studies, internal quality improvement activities, assessment of quality and appropriateness of care furnished to special needs populations and other quality improvement activities requested by FSSA.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Participate appropriately in clinical studies, and use Healthcare Effectiveness Data and Information Set ® (HEDIS®) rate data and data from other similar sources to periodically and regularly assess the quality and appropriateness of care provided to members. In assessing the quality and appropriateness of care provided to members under twenty-one (21) years of age, the Contractor must act in accordance with EPSDT requirements.

- Collect measurement indicator data related to areas of clinical priority and quality of care. FSSA will establish areas of clinical priority and indicators of care. FSSA reserves the right to identify additional conditions at any time, as the areas reflect the needs of the Indiana Medicaid populations. These areas may vary from one year to the next and from program to program. Examples of areas of clinical priority include:

    - HIV and Hepatitis C care;
    - Behavioral health and physical health care coordination;
    - Immunization rates;
    - Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services;
    - Prenatal care;
    - Postpartum care;
    - Blood lead testing;
    - Emergency room utilization;
    - Access to care;
    - Special needs care coordination and utilization;
    - Asthma;
    - Obesity, especially childhood obesity;
    - Tobacco dependence treatment, especially for pregnant women;
    - Inpatient and emergency department follow-up;
    - Timely follow-up and notification of results from preventive care; and
    - Integrated medical and behavioral health utilization.

- Report any national performance measures developed by CMS in the future. The Contractor must develop an approach for meeting the desired performance levels established by CMS upon release of the national performance measures, in accordance with 42 CFR 438.330(a), which allows CMS to specify measures and topics for performance improvement projects.

- Have procedures for collecting and assuring accuracy, validity and reliability of performance outcome rates that are consistent with protocols developed in the public or private sector. The CMS website contains an example of available protocols.

- Develop and maintain a physician incentive program, as described in Section 6.2.1.

- Develop a member incentive program to encourage members to be personally accountable for their own health care and health outcomes, as described in Section 6.2.2. Targeted areas of performance could include the appropriate use

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

of emergency room services, keeping appointments and scheduling appointments for routine and preventive services such as prenatal care, disease screenings, compliance with behavioral health drug therapy, compliance with diabetes treatment and well-child visits.

- Participate in any state-sponsored prenatal care coordination programs.

- Contract for an NCQA-accredited HEDIS audit and report audited HEDIS rates. A separate HEDIS audit is required for the Contractor's Hoosier Healthwise lines of business. The HEDIS audit and report must be based upon the NCQA methodology for sampling of HEDIS data.

- Conduct a Consumer Assessment of Health Plans (CAHPS) survey and report survey results to FSSA annually. A separate CAHPS survey is required for the Contractor's Hoosier Healthwise lines of business. The CAHPS survey must be based upon the NCQA methodology for sampling of CAHPS data.

- Include a provider relations project annually.

- Participate in other quality improvement activities, including External Quality Reviews, to be determined by FSSA.

6.1.1 Quality Assessment and Performance Improvement Committee

The Contractor shall establish an internal Quality Assessment and Performance Improvement Committee to develop, approve, monitor and evaluate the Quality Assessment and Performance Improvement Program and Work Plan. The same committee may be responsible for both the Contractor's Hoosier Healthwise lines of business. The Contractor's Medical Director and Pharmacy Director shall be active participants in the Contractor's internal Quality Management and Improvement Committee. The committee shall be representative of management staff, including provider relations, Contractor departments and community partners, advocates, members and subcontractors, as appropriate. Subcontractors providing direct services to members shall be represented on the committee.

The Contractor shall have appropriate personnel attend and participate in FSSA's regularly scheduled Quality Strategy Committee meetings. The Contractor is encouraged to recommend attendees and other stakeholders to Quality Strategy Committee meetings. Additionally, the Medical Director shall attend and participate in OMPP's Quality Strategy Committee meetings at least quarterly to update FSSA and report on the Contractor's quality management and improvement activities and outcomes.

The Contractor shall have a structure in place (e.g., other committees, sub-committees, work groups, task forces) that is incorporated into, and formally supports, the Contractor's internal Quality Assessment and Performance Improvement Committee and Quality Management and Improvement Program Work Plan. All functional units in the Contractor's organizational structure shall integrate their performance measures, operational activities and outcome assessments with the Contractor's internal quality assessment and performance improvement committee to support the Contractor's quality assessment and performance improvement goals and objectives. It is the responsibility of the Contractor to ensure that periodic reporting of quality activities is presented to the governing body, providers, and appropriate staff within the Quality Improvement

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Structure (IC 27-13-6-7). It is the responsibility of the Contractor to record and maintain documentation of such proceedings in a confidential manner (IC 27-13-6-8).

6.1.2 Quality Assessment and Performance Improvement Program Work Plan Requirements

The Contractor's Quality Assessment and Performance Improvement Committee, in collaboration with the Contractor's Medical Director and Pharmacy Director, shall develop an annual Quality Assessment and Performance Improvement Program Work Plan. The plan shall identify the Contractor's quality management goals and objectives and include a timeline of activities and assessments of progress towards meeting the goals. One plan shall be developed targeting quality projects for Hoosier Healthwise members. The plan shall meet the HEDIS standards for reporting and measuring outcomes.

The Contractor shall submit its Quality Assessment and Performance Improvement Program Work Plan to FSSA during the readiness review and annually thereafter. The Contractor shall provide progress reports to FSSA on no less than a quarterly basis. The Contractor must be prepared to periodically report on its quality management activities to OMPP's Quality Strategy Committee.

The Contractor shall prepare the annual Quality Assessment and Performance Improvement Program Work Plan using standardized reporting templates provided by FSSA. The Hoosier Healthwise MCE Reporting Manuals contain more information regarding the annual Quality Management and Improvement Program Work Plan and Quality Improvement Plans.

6.1.3 External Quality Review

Pursuant to federal regulation, the State shall arrange for an annual, external independent review of each Contractor's quality of, timeliness of and access to health care services in accordance with 42 CFR 438.350. The Contractor shall provide all information required for this review in the timeframe and format requested by the external quality review organization. The Contractor shall cooperate with and participate in all external quality review activities. The Contractor's Quality Assessment and Performance and Improvement Program should incorporate and address findings from these external quality reviews.

6.2 Incentive Programs

FSSA shall require Contractors to participate in a pay for outcomes program that focuses on rewarding Contractors' efforts to improve quality and outcomes for Hoosier Healthwise members. FSSA shall provide, at minimum, financial performance incentives to Contractors based on performance targets in priority areas established by the State. The Contractor incentives and performance targets will be set forth in Exhibit 2.D.

FSSA shall have the right to revise measures on an annual basis and will notify the Contractor of changes to incentive measures.

Quality measures may include:

- Preventive care;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Pregnancy;
- Well care;
- Chronic disease care including HIV and Hepatitis C;
- Pharmacy services;
- Tobacco dependence treatment;
- Behavioral health follow-up services; and
- Emergency and inpatient utilization.

Additional conditions to payment of incentive amounts are provided in Exhibit 2.D.

6.2.1 Provider Incentive Programs

Contractors shall establish a performance-based incentive system for its providers for the Contractor's Hoosier Healthwise providers. The Contractor will determine its own methodology for incentivizing providers. The Contractor must obtain FSSA-approval prior to implementing its provider incentive program and before making any changes thereto. The State encourages creativity in designing pay for performance programs.

If the Contractor offers financial incentives to providers, these payments shall be above and beyond the standard Medicaid fee-for-service fee schedule.

Section 1876(i)(8) of the Social Security Act and federal regulations 42 CFR 438.10(f)(3), 42 CFR 422.208 and 42 CFR 422.210 provide information regarding physician incentive plans. The Contractor shall comply with all federal regulations regarding the physician incentive plan and supply to FSSA information on its plan as required in the regulations and with sufficient detail to permit FSSA to determine whether the incentive plan complies with the federal requirements. The Contractor shall provide information concerning its physician incentive plan, upon request, to its members and in any marketing materials in accordance with the disclosure requirements stipulated in the federal regulations. Similar requirements apply to subcontracting arrangements with physician groups and intermediate entities.

Physician incentive plans shall comply with the following requirements:

- The Contractor will make no specific payment directly or indirectly to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an individual member per section 1903(m)(2)(A)(x) of the Social Security Act, 42 CFR 422.208(c)(1), and 42 CFR 438.3(i); and

- If the Contractor is putting the physician or physician group at substantial financial risk for services the physician or physician group are not providing, the Contractor meets requirements for stop-loss protection, member survey and disclosure requirements under 42 CFR 438.10(f)(3), 42 CFR 422.208(c)(2) and section 1903(m)(2)(A)(x) of the Social Security Act.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

6.2.2 Member Incentive Programs

Contractors shall establish member incentive programs to encourage appropriate utilization of health services and healthy behaviors. Member incentives may be financial or non-financial. The Contractor will determine its own methodology for providing incentives to members. For example, the Contractor may offer member incentives for:

- Attending all prenatal visits;
- Obtaining recommended preventive care;
- Completing the expected number of EPSDT visits;
- Complying with treatment in a disease management, care management or complex case management program;
- Making healthy lifestyle decisions such as quitting smoking or losing weight; or
- Completing a health screening.

1. Except as provided herein, the Contractor may not offer gifts or incentives greater than three hundred dollars ($300.00) per member per year (aggregate total) unless an exception is approved by FSSA. The Contractor may petition FSSA, in the manner prescribed by FSSA, for authorization to offer items or incentives greater than three hundred dollars ($300.00) per member per year (aggregate total) if the items are intended to promote the delivery of certain preventive care services, as defined in 42 CFR 1003.110. Such incentives may not be disproportionate to the value of the preventive care service provided, as determined by FSSA. Petitions to provide enhanced incentives for preventive care shall be reviewed on a case-by-case basis, and FSSA shall retain full discretion in determining whether the enhanced incentives will be approved. In any member incentive program, the incentives shall be tied to appropriate utilization of health services and/or health-promoting behavior. For example, the member incentive programs can encourage responsible emergency room use or preventive care utilization. Contractors should develop member incentives designed to encourage appropriate utilization of health care services, increase adherence to keeping medical appointments and encourage the receipt of health care services in the appropriate treatment setting. Additionally, the Contractor shall comply with those requirements found in 42 CFR 1003.110:

> "Remuneration… (4) Incentives given to individuals to promote the delivery of preventive care services where the delivery of such services is not tied (directly or indirectly) to the provision of other services reimbursed in whole or in part by Medicare or an applicable State health care program. Such incentives may include the provision of preventive care, but may not include—
>
> (i) Cash or instruments convertible to cash; or
> (ii) An incentive the value of which is disproportionally large in relationship to the value of the preventive care service (*i.e.,* either the value of the service itself or the future health care costs reasonably expected to be avoided as a result of the preventive care) …"

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

2. Examples of appropriate rewards include:

   - Gift certificates for groceries;
   - Phone cards; or
   - Gifts such as diaper bags or new baby "welcome" kits.

The Contractor shall obtain FSSA-approval prior to implementing its member incentive program and before making any changes thereto.

6.2.3 Notification of Pregnancy (NOP) Incentives

FSSA has implemented a Notification of Pregnancy (NOP) process that encourages MCEs and providers to complete a comprehensive risk assessment (i.e., a NOP form) for pregnant members. The Contractor shall comply with the policies and procedures set forth in the IHCP Provider Bulletin regarding the NOP process dated February 21, 2023 (BT202312), and any updates thereto.

The provider shall be responsible for completing the standard NOP form, including member demographics, any high-risk pregnancy indicators, and basic pregnancy information. The Contractor receiving the NOP shall contact the member to complete a comprehensive pregnancy health risk assessment within twenty-one (21) calendar days of receipt of completed NOP form from the provider. Only one assessment should be completed per member per pregnancy. NOP requirements and conditions for payment are set forth in the Hoosier Healthwise MCE Policies and Procedures Manual.

To be eligible for the provider incentive payment, the NOP form shall be submitted by providers via the Portal within five (5) calendar days of the visit during which the NOP form was completed. The State shall reimburse the Contractor for NOP forms submitted according to the standards set forth in the Hoosier Healthwise MCE Policies and Procedures Manual. This reimbursement amount shall be passed on to the provider who completed the NOP form. An additional amount will be transferred to a bonus pool. The Contractor shall be eligible to receive bonus pool funds based on achievement of certain maternity-related targets See Exhibit 2.D for further detail regarding the NOP incentives and maternity-related targets.

The Contractor shall have systems and procedures in place to accept NOP data from the State's fiscal agent, assign pregnant members to a risk level and, when indicated based on the member's assessment and risk level, enroll the member in a prenatal case management program. The Contractor shall assign pregnant members to a risk level and enter the risk level information into the Portal within twelve (12) calendar days of receiving NOP data from the State's fiscal agent.

6.3 Utilization Management Program

The Contractor must operate and maintain its own utilization management program. The Contractor may place appropriate limits on coverage on the basis of medical necessity or utilization control criteria, provided the services furnished can reasonably be expected to achieve their purpose and provided the services supporting individuals with ongoing or chronic conditions are authorized in a manner that reflects the member's ongoing need for such services per 42 CFR 438.210(a)(4)(ii)(A)-(B). The Contractor is prohibited from arbitrarily denying or reducing the amount, duration or scope of required services solely because of diagnosis, type of illness or condition per 42 CFR 438.210(a)(3)(ii). Where prior authorization is utilized as a means to determine the medical necessity of an otherwise

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

covered health care service before the health care service is rendered, the Contractor may not revoke, limit, condition, or restrict an authorization if the health care provider begins providing the health care service not later than forty-five (45) days (excluding weekends and State and federal legal holidays) after the date the health care provider received the authorization as required by IC 27-1-37.5-25. The Contractor will not refer members to publicly supported health care resources as a means of avoiding costs.

Per IC 27-1-37.5-13, for claims filed after June 30, 2025, the Contractor may not require a retrospective review of, or deny a claim based solely on lack of prior authorization for an unanticipated health care service when that service meets the following criteria: 1) the service is determined to be a medically necessary health care service and was not anticipated at the time of scheduling another service that was authorized by the Contractor, or 2) is not subject to a prior authorization requirement.

The following utilization management medical criteria hierarchy have been effective for all managed care programs beginning August 1, 2025.

For select items, Contractors must use IHCP Policy as outlined below. Contractors may use InterQual or Milliman Care Guidelines (MCGs), MCE-developed PA-UM policy and criteria, or IHCP policy to determine medical necessity. MCE-developed PA-UM policy and criteria must be approved by the State and made available to the State. MCEs must publicly post the criteria they use to render medical necessity determinations. The hierarchy for clinical criteria and guidelines is outlined below.

Medical review criteria must follow the following hierarchy:

- (1) Federal law – All review criteria must comply with federal law (if the Code of Federal Regulations has any Medicaid-specific requirements—Indiana Medicaid must comply)
- (2) Indiana Code—All review criteria must comply with Medicaid-specific provisions of the Indiana Code
- (3) State Plan—Review criteria are subject to the terms of the state plan (which is our agreement with CMS outlining the coverage and reimbursement of Indiana Medicaid services)
- (4) Indiana Administrative Code—All review criteria must comply with Medicaid-specific provisions of the Indiana Administrative Code (which is given authority from the Indiana Code)
- (5) National clinical guidelines (InterQual or MCGs), MCE-developed PA-UM policy and criteria, IHCP policy
    - The MCE may choose to use either InterQual or MCG and may also customize those criteria.
    - MCE-derived PA-UM policy and criteria must be submitted to the State for preapproval.
    - The MCE may use IHCP policy and criteria.
    - MCEs may still choose to use Medicare NCDs and LCDs, when clinically appropriate.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- (6) Professional Society Guidelines—Guided by published peer-reviewed literature (can supersede National and Contractor-derived guidelines if specifically called out to be used in the Scope of Work—i.e., ASAM)

- (7) Professional References/SME—Guided by published peer-reviewed literature

- (8) Best Standards of Care—Guided by published peer-reviewed literature

OMPP reserves the right to add additional or remove the Fee-for-Service Criteria and will provide the Contractors with appropriate notice. Skilled nursing care is a level of care that includes services that can only be performed safely and correctly by a licensed nurse (either a registered nurse or a licensed practical nurse) (see also: 42 CFR § 409.44(b)).

The Contractor may develop their own practice guidelines and criteria, subject to annual approval, that must be approved by the State and made available to the State. In accordance with 42 CFR 438.236(b)(1)-(2), the Contractor must establish and maintain medical management criteria and practice guidelines in accordance with State and federal regulations that are based on valid and reliable clinical evidence or consensus among clinical professionals in the particular field and consider the needs of the Contractor's members. Pursuant to 42 CFR 438.210(b)(3), the Contractor must consult with contracting health care professionals in developing and adopting practice guidelines and must have mechanisms in place to ensure consistent application of review criteria for authorization decisions and consult with the provider that requested the services when appropriate per 42 CFR 438.210(b)(1) and 42 CFR 438.210(b)(2)(i)-(ii). The Contractor shall ensure that decisions regarding utilization management, enrollee education, coverage of services, and other areas to which practice guidelines apply are consistent with such practice guidelines per 42 CFR 438.236(d). Practice guidelines and criteria must be submitted to the State for approval prior to implementation by the Contractor through the standard document review process. To the extent possible according to use agreements with national guideline companies and per IC 27-1-37.5-19, the Contractor shall make any current prior authorization requirements and restrictions, including written clinical criteria, readily accessible on their website to covered individuals, health care providers, and the general public. The prior authorization requirements and restrictions must be described in detail and in easily understandable language. The Contractor may not implement a new prior authorization requirement or restriction or amend an existing requirement or restriction unless their website has been updated to reflect the change, and the Contractor has provided written notice to the covered individuals and health care providers at least sixty (60) days before the requirement or restriction is implemented. The Contractor must periodically review and update the guidelines and post the guidelines on their website for member and provider viewing.

The Contractor's prior authorization requirements must comply with the requirements for parity in mental health and substance use disorder benefits in 42 CFR 438.910(d). If the Contractor chooses to utilize separate guidelines for physical health and behavioral health services, the Contractor shall demonstrate that the use of separate guidelines would have no negative impact on members and would not otherwise violate the Contractor's requirements under the Mental Health Parity and Addiction Equity Act (MHPAEA.)

Pursuant to 42 CFR 438.210(b), The Contractor's utilization management system should be automated where possible to reduce burden on members and providers, e.g. automatic approvals for certain procedures with diagnoses that are consistent with the treatment. Pursuant to IC 27-1-37.5-10, except for prescription drug prior authorizations, the Contractor shall accept a request for prior authorizations to be delivered by a covered individual's health care provider through a secure electronic transmission or an application programming interface to be provided by the Contractor, and acknowledgment of receipt, by use of a transaction number or another reference code, of a request for prior authorization and any

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

supporting information. The Contractor may accept prior authorization requests that are not submitted through a secure electronic transmission or an application programming interface if the Contractor has entered into an agreement with the health care provider due to 1) a secure electronic transmission or an application programming interface of prior authorization requires would cause financial hardship for the health care provider; 2) the area in which the health care provider is located lacks sufficient Internet access; or 3) the health care provider has insufficient number of covered individuals as patients or customers, as determined by the commissioner, to warrant the financial expense that compliance would require. In this case, the Contractor shall accept from a health care provider a request for prior authorization that is made on the standardized prior authorization form established by the Office of the Secretary of Family and Social Services, and provide for a secure electronic transmission or an application programming interface and acknowledgment of receipt of the standardized prior authorization form and any supporting information for the prior authorization by use of a transaction number or another reference code.

Per IC 27-1-37.5-12, for claims filed after June 30, 2025, the Contractor shall not deny a health care claim that has been given authorization by the Contractor, or its utilization review entity, when it's been rendered in accordance with the authorization unless 1) the health care provider knowingly and materially misrepresented the health care service in the prior authorization request with the specific intent to deceive and obtain an unlawful payment from the Contractor, or its utilization review entity, 2) the health care service was no longer a covered benefit on the date the health care service was provided, 3) the health care provider was no longer contracted with the patient's health plan on the date the health care service was provided, 4) the health care provider failed to meet the timely filing requirements, 5) the Contractor does not have liability for the claim, 6) the patient was not covered under the health plan on the date on which the health care service was rendered. If a claim that was given prior authorization by the Contractor and was rendered in accordance with the authorization, but was denied due to unintentional and inaccurate inconsistency with the request for prior authorization, the health care provider may resubmit the claim with accurate, corrected information. The State reserves the right to in the future prohibit the Contractor from requiring prior authorization when it is not required in fee-for-service.

The Contractor shall have sufficient staff with clinical expertise and training to interpret and apply the utilization management criteria and practice guidelines to providers' requests for health care or service authorizations for the Contractor's members. The Contractor shall periodically review and update the guidelines, distribute the guidelines to providers and make the guidelines available to members and potential enrollees upon request per 42 CFR 438.236(b)(4) and 42 CFR 438.236(c). Utilization management staff shall receive ongoing training regarding interpretation and application of the utilization management guidelines. The Contractor shall be prepared to provide a written training plan, which shall include dates and subject matter, as well as training materials, upon request by FSSA.

The Contractor shall require its providers to utilize the standardized Indiana Health Coverage Programs Prior Authorization Request Form for the submission of all prior authorization requests per IC 27-1-37.5-16. In addition, the State reserves the right to standardize certain parts of the prior authorization reporting process across the MCEs, such as requiring the MCEs to adopt and apply the same definitions regarding approved pended, denied, suspended requests etc. When adopted, these standards shall be set forth in the Hoosier Healthwise MCE Reporting Manual.

The Contractor's utilization management program policies and procedures shall meet all NCQA standards and must include appropriate timeframes for:

- Completing initial requests for prior authorization of services;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Completing initial determinations of medical necessity;
- Completing provider and member appeals and expedited appeals for prior authorization of service requests or determinations of medical necessity, per state law;
- Notifying providers and members in writing of the Contractor's decisions on initial prior authorization requests and determinations of medical necessity; and
- Notifying providers and members of the Contractor's decisions on appeals and expedited appeals of prior authorization requests and determinations of medical necessity.

The Contractor shall report its medical necessity determination decisions, and shall describe its prior authorization and emergency room utilization management processes to FSSA. The Contractor conducts a prudent layperson review to determine whether an emergency medical condition exists, the reviewer must not have more than a high school education and must not have training in a medical, nursing or social work-related field.

The Contractor's utilization management program shall not be limited to traditional utilization management activities, such as prior authorization. The Contractor shall maintain a utilization management program that integrates with other functional units as appropriate and supports the Quality Management and Improvement Program. The utilization management program shall have policies and procedures and systems in place to assist utilization management staff to identify instances of over- and under-utilization of emergency room services and other health care services, identify aberrant provider practice patterns (especially related to emergency room, inpatient services, transportation, drug utilization, preventive care and screening exams), ensure active participation of a utilization review committee, evaluate efficiency and appropriateness of service delivery, incorporate subcontractor's performance data, facilitate program management and long-term quality and identify critical quality of care issues.

The Contractor's utilization management program shall link members to care coordination and disease management, care management and case management, as set forth in Section 3.8. The Contractor's utilization management program shall also encourage health literacy and informed, responsible medical decision making. Contractors should develop member incentives designed to encourage appropriate utilization of health care services, increase adherence to keeping medical appointments and obtain services in the appropriate treatment setting. Contractors shall also be responsible for identifying and addressing social barriers which may inhibit a member's ability to obtain preventive care.

The Contractor shall monitor utilization through retrospective reviews and will identify areas of high and low utilization and identify key reasons for the utilization patterns. The Contractor shall identify those members that are high utilizers of emergency room services and/or other services and perform the necessary outreach and screening to assure the member's services are coordinated and that the member is aware of and participating in the appropriate disease management, case management or care management services. The Contractor shall also use this data to identify additional disease management programs that are needed. Any member with emergency room utilization at least three (3) standard deviations outside of the mean for the population group shall be referred to an appropriate level of care coordination. The Contractor may use the Right Choices Program (RCP), as described in Section 3.8, in identifying members to refer to case management or care management.

The Contractor shall monitor the pharmacy utilization of all its members where the Contractor is not responsible for paying or reimbursing pharmacy services.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

As part of its utilization review, the Contractor shall monitor access to preventive care, specifically to identify members who are not accessing appropriate preventive care services in accordance with accepted preventive care standards, such as those published by the American Academy of Pediatrics, the American College of Obstetrics and Gynecology, or FSSA's recommended preventive care guidelines. The Contractor shall develop education, incentives and outreach plans tailored to its member population to increase member compliance with preventive care standards.

In order to monitor potential under- or over-utilization of behavioral health services, FSSA requires Contractors to provide separate utilization reports for behavioral health services. The Contractor shall particularly monitor use of services for its members with special needs and members with a diagnosis of severe mental illness or substance abuse.

6.3.1 Authorization of Services and Notices of Actions

Licensed physicians or licensed doctorate-level behavioral health clinicians who have appropriate clinical expertise in the treatment of a member's condition or disease must make all medical necessity decisions to deny a service authorization request (a request for the provision of a service by or on behalf of a member) or to authorize a service in an amount, duration or scope that is less than requested. Only physicians licensed in Indiana or a licensed doctorate-level behavioral health clinician may deny a service authorization request based on medical necessity criteria. The Contractor shall not provide compensation or other incentives to utilization management staff, providers or subcontractors for denying, limiting or discontinuing medically necessary services per 42 CFR 438.210(e). FSSA may audit Contractor denials, appeals and authorization requests. FSSA may waive certain administrative requirements, including prior authorization procedures, to the extent that such waivers are allowed by law and are consistent with policy objectives. The Contractor may be required to comply with such waivers and will be provided with prior notice by FSSA. If the Contractor delegates some or all of its prior authorization function to subcontractors, the Contractor shall conduct annual audits and ongoing monitoring to ensure the subcontractor's performance complies with the Contract, the Contractor's policies and procedures and state and federal law.

The Contractor shall maintain a process for providers to request a peer-to-peer review. Peer-to-peer reviews shall be available for a minimum of seven (7) business days after a service authorization notification letter is received. Per IC 27-1-37.5-17, when the Contractor makes an adverse determination, as defined by IC 27-1-37.5-1.5, on a prior authorization request by a covered individual's health care provider, the Contractor must offer the covered individual's health care provider the option to request a peer-to-peer review by a clinical reviewer concerning the adverse determination in writing or electronically. The Contractor must have the peer-to-peer review conducted between the clinical reviewer, as defined in IC 27-1-37.5-1.7, and the covered individual's health care provider or the provider's designee, whom of which shall make every effort to provide the peer-to-peer review not later than forty-eight (48) hours (excluding weekends and State and federal legal holidays) after the Contractor receives the request by the covered individual's health care provider for a peer-to-peer review if the Contractor has received the results of any face-to-face clinical evaluation, second opinion, or other clinical information that is directly applicable to the requested health care service that may be required for the peer-to-peer review. As part of the utilization management function, the Contractor shall facilitate PMPs' requests for authorization for primary and preventive care services and must assist the PMP in providing appropriate referral for specialty services by locating

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

resources for appropriate referral. In accordance with federal regulations, the process for authorization of services shall comply with the following requirements:

- Second Opinions: In accordance with 42 CFR 438.206(b)(3), the Contractor must comply with all member requests for a second opinion from a qualified professional. If the provider network does not include a provider who is qualified to give a second opinion, the Contractor must arrange for the member to obtain a second opinion from a provider outside the network, at no cost to the member.

- Special Health Care Needs: In accordance with 42 CFR 438.208(c)(4), the Contractor must allow members with special health care needs, who are determined to need a course of treatment or regular care monitoring, to directly access a specialist for treatment via an established mechanism such as a standing referral from the member's PMP or an approved number of visits. Treatment provided by the specialist must be appropriate for the member's condition and identified needs.

- Women's Health: In accordance with 42 CFR 438.206(b)(2), the Contractor must provide female members with direct access to a women's health specialist within the network for covered care necessary to provide women's routine and preventive health care services. This is in addition to the female member's designated source of primary care if that source is not a woman's health specialist. The Contractor must have an established mechanism to permit a female member direct access such as a standing referral from the member's PMP or an approved number of visits. The Contractor may also establish claims processing procedures that allow payment for certain women's health codes without prior authorization or referral.

The Contractor shall track all prior authorization requests in their information system. All notes in the Contractor's prior authorization tracking system shall be signed by clinical staff and include the appropriate suffix (e.g., RN, MD, etc.). Per IC 27-1-37.5-21, a clinical reviewer who makes an adverse determination, or reviews and decides an appeal, owes a duty to the covered individual to exercise the applicable standard of care. For prior authorization approvals, the Contractor shall provide a prior authorization number, in compliance with IC 27-1-37.5-10, to the requesting provider and maintain a record of the following information, at a minimum, in the Contractor's information system: (i) name of requester, (ii) title of requester, (iii) date and time of request, and (iv) prior authorization number.

For all denials of prior authorization requests, the Contractor shall maintain a record of the following information, at a minimum, in the Contractor's information system: (i) name of requester; (ii) title of requester; (iii) date and time of request; (iv) clinical synopsis, which shall include timeframe of illness or condition, diagnosis and treatment plan; (v) clinical guideline(s) or other rational supporting the denial (e.g., insufficient documentation); (vi) denial notification letter for both members and providers; (vii) date and time of denial notification as well as the name of the individual notified of denial; and (viii) evidence that the treating practitioner was notified of appeal rights including a peer-to-peer review when appropriate.

The Contractor shall provide a written notice to the member and provider of any decision to deny a service authorization request, or to authorize a service in an

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

amount, duration or scope that is less than requested. The notice shall meet the requirements of 42 CFR 438.404, "Notice of Action." The notice to members shall not exceed a fifth (5th)-grade reading level. The notice shall be given within the timeframes described in the following paragraphs and 42 CFR 438.404(c).

The notification letters used by the Contractor shall be approved by FSSA prior to use and clearly explain the following:

- The qualifications of the reviewer including specialty and credentials;
- The guidelines used and reason for denial or approval;
- The action the Contractor or its subcontractor has taken or intends to take;
- The reasons for the action, including the right of the enrollee to be provided upon request and free of charge reasonable access to and copies of all documents, records, and other information relevant to the enrollee's adverse benefit determination;
- The member's or the provider's right to request an appeal with the Contractor and the process for doing so, including information on exhausting the Contractor's one level of appeal;
- The procedure to request a State fair hearing following exhaustion of the Contractor's appeal process;
- Circumstances under which expedited resolution is available and how to request it;
- The member's right to have benefits continue pending the resolution of the appeal, how to request continued benefits and the circumstances under which the member may have to pay the costs of these services; and
- The provider's right for a peer-to-peer utilization review conversation with the reviewer and contact information. The provider must be able to schedule a specific date and time for the peer-to-peer conversation to occur.

Effective July 1, 2025, MCEs are expected to meet Prior Authorization timeliness standards per IC 27-1-37.5. Unless otherwise provided in IC 27-1-37.5-23 and in compliance with 42 CFR 438.210(d)(1) and 42 CFR 438.404(c)(3), the Contractor shall notify members of standard authorization decisions as expeditiously as required by the member's health condition, not to exceed the timeframe set forth in State and Federal Regulations. In the event that timeframes conflict between State and Federal Regulations. The Contractor is expected to adhere to the more stringent standard. An extension is permitted if the member or provider requests an extension or if the Contractor justifies to FSSA a need for more information and explains how the extension is in the member's best interest per 42 CFR 438.404(c)(4) and 42 CFR 438.210(d)(1)(i)-(ii). The Contractor will be required to provide its justification to FSSA upon request. Extensions require written notice to the member and shall include the reason for the extension and the member's right to file a grievance per 42 CFR 438.210(d)(1)(ii) and 42 CFR 438.404(c)(4)(i). The Contractor must issue and

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

carry out its determination as expeditiously as the member's health condition requires and no later than the date the extension expires.

The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations per 42 CFR 438.404(c)(5).

Per IC 27-1-37.5-28, if the Contractor fails to comply with the deadlines or other requirements under IC 27-1-37.5, the health care service subject to prior authorization shall be automatically deemed authorized by the Contractor.

For emergency admission or provision of emergency health care services, IC 27-1-37.5-24 requires that the Contractor shall allow a covered individual and a covered individual's health care provider at least twenty-four (24) hours (excluding weekends and State and federal holidays) after an emergency admission or provision of emergency health care services for the covered individual or health care provider to notify the utilization review entity of the emergency admission or provision of the emergency health care service. The Contractor shall cover emergency health care services necessary to screen and stabilize a covered individual. If a health care provider certifies in writing to a utilization review entity not later than seventy-two (72) hours (excluding weekends and State and federal legal holidays) after a covered individual's emergency admission that the covered individual's condition required the emergency health care service, the certification will create a presumption that the emergency health care service was medically necessary. The presumption may be rebutted only if the utilization review entity can establish, with clear and convincing evidence, that the emergency health care service was not medically necessary. The medical necessity of an emergency health care service may not be based on whether the service was provided by a participating or nonparticipating provider. Any restriction on the coverage of an emergency health care service provided by a nonparticipating provider may not be greater than the restriction that applies when the service is provided by a participating provider.

In accordance with 42 CFR 438.210(d)(2)(i) and 42 CFR 438.404(c)(6), for situations in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later timeframes set forth in State and Federal regulations. The Contractor may extend the timeframes if the member requests an extension or the Contractor justifies a need for additional information and how the extension is in the best interest of the member per 42 CFR 438.210(d)(2)(ii). The Contractor will be required to provide its justification to FSSA upon request. In the event that timeframes conflict between State and Federal Regulations, the Contractor is expected to adhere to the more stringent standard. Please refer to the Policy and Procedure Manual for additional details.

In compliance with IC 27-1-37.5-19(b), the Contractor may not implement a new prior authorization requirement or restriction or amend an existing requirement or restriction unless the Contractor's website has been updated to reflect the new or amended requirement or restriction, and the Contractor has provided written notice to covered individuals and health care providers at least sixty (60) days before the requirement or restriction is implemented.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

In compliance with 42 CFR 438.404(c)(1) and 42 CFR 431.211, the Contractor shall notify members in writing of decisions to terminate, suspend or reduce previously authorized covered services, at least ten (10) calendar days before the date of action, with the following exceptions:

- Notice is shortened to five (5) calendar days if probable member fraud has been verified by the Indiana Office of the Inspector General or Attorney General per 42 CFR 438.404(c)(1) and 42 CFR 431.214.

- In accordance with 42 CFR 438.404(c)(2), notice shall be provided on the date of determination when the action is a denial of payment.

- In accordance with 42 CFR 438.404(c)(1), 42 CFR 431.213, 42 CFR 431.231(d), and section 1919(e)(7) of the Social Security Act, notice may occur no later than the date of the action in the event of:

  - The death of a member;

  - The Contractor's receipt of a signed written statement from the member requesting service termination or giving information requiring termination or reduction of services (the member must understand the result of supplying this information);

  - The member's admission to an institution and consequential ineligibility for further services;

  - The member's address is unknown and mail directed to him/her has no forwarding address;

  - The member's acceptance for Medicaid services by another local jurisdiction;

  - The member's physician prescribes the change in the level of medical care;

  - An adverse determination made with regard to the preadmission screening requirements for nursing facility admissions; or

  - The safety or health of individuals in the facility would be endangered, the member's health improves sufficiently to allow a more immediate transfer or discharge, an immediate transfer or discharge is required by the member's urgent medical needs or a member has not resided in the nursing facility for thirty (30) calendar days (applies only to adverse actions for nursing facility transfers).

- Per IC 27-1-37.5-27, the Contractor shall honor any authorization that was granted to a covered individual by a previous utilization review entity for at least the initial ninety (90) days of the covered individual's coverage under a new health plan if 1) the Contractor receives information documenting the authorization from the covered individual or the covered individual's health care provider; and 2) the authorization is for a health care service that is covered under the new health plan. The Contractor may only perform its own review of the prior authorization

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

request during this ninety (90) day period if there is a change in coverage of, or approval criteria for, a previously authorized health care service, the change in coverage or approval criteria may not affect a covered individual who received authorization before the effective date of the change for the remainder of the plan year. The Contractor shall continue to honor an authorization granted to a covered individual when the covered individual changes products under the same health insurance company.

6.3.2 Objection on Moral or Religious Grounds

If the Contractor elects not to provide, reimburse for or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it shall furnish information about the services it does not cover as follows, in accordance with 42 CFR 438.102(b)(1)(i)(A)(1)-(2) and section 1932(b)(3)(B)(i) of the Social Security Act:

- To FSSA if it adopts the policy during the term of the Contract;
- To potential members before and during enrollment; and
- To members within ninety (90) calendar days after adopting the policy with respect to any particular service, but at least thirty (30) calendar days prior to the effective date in compliance with 42 CFR 438.102(b)(1)(i)(B) and 42 CFR 438.10(g)(4).

The Contractor shall provide members and potential enrollees with information on how and where to obtain counseling and referral services and if the Contractor chooses not to furnish the information, the State will provide the information to potential enrollees in accordance with 42 CFR 438.10(e)(2)(v)(C).

6.3.3 Utilization Management Committee

The Contractor must have a utilization management committee directed by the Contractor's Medical Director. The committee shall be responsible for:

- Providing oversight of the Contractor UM program and structure
- Involvement of physician and behavioral health providers in the review, evaluation, and supervision of UM activities
- Monitoring providers' requests for rendering health care services to its members;
- Monitoring the medical appropriateness and necessity of health care services provided to its members;
- Reviewing the effectiveness of the utilization review process and making changes to the process as needed;
- Writing policies and procedures for utilization management that conform to industry standards including methods, timelines and individuals responsible for completing each task; and

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Confirming the Contractor has an effective mechanism in place for a plan provider or Contractor representative to respond within one (1) hour to all emergency room providers twenty-four (24)-hours-a-day, seven (7)-days-a-week:

    - After the Contractor's member's initial emergency room screening; and,

    - After the Contractor's member has been stabilized and the emergency room provider believes continued treatment is necessary to maintain stabilization.

7. Program Integrity

The Indiana Office of the Attorney General, Medicaid Fraud Control Unit is the state agency responsible for the investigation of provider fraud in the Indiana Medicaid program. The OMPP Program Integrity Section (OMPP PI), is responsible for overseeing the integrity of all Medicaid payments issued by the State for services on behalf of Medicaid-eligible beneficiaries, and referring cases of suspected fraud to the MFCU for investigation. The OMPP PI Section identifies and recovers Medicaid waste and abuse. The FSSA Bureau of Investigations evaluates and investigates reports of suspected fraud by recipients of assistance programs and both government and contract employees.

In accordance with 42 CFR 438.3(h), the State, CMS, the OIG, the Comptroller General, and their designees have the right to:

- Inspect and audit records or documents of the Contractor and their subcontractors at any time.

- Inspect the premises, physical facilities, and equipment where Medicaid-related activities are conducted at any time.

- Audit records or documents of the Contractor or subcontractors for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

- Audit and inspect any books or records of the Contractor or subcontractor pertaining to the ability of the Contractor to bear the risk of financial losses and pertaining to services performed or payable amounts under the contract per section 1903(m)(2)(A)(iv) of the Social Security Act.

Contractors shall ensure that subcontracts specify the above and other specified information regarding the State and other Federal agency rights as required in 42 CFR 438.230(c)(3)(i) and 42 CFR 438.3(k).

In accordance with 42 CFR 438.608(c)(2), 42 CFR 455.100-104, section 1124(a)(2)(A) and section 1903(m)(2)(A)(viii) of the Social Security Act, the Contractor and subcontractors shall disclose to the State any persons or corporations with an ownership or control interest in the Contractor that:

- Has direct, indirect, or combined direct/indirect ownership interest of five percent (5%) or more of the Contractor's equity;

- Owns five percent (5%) or more of any mortgage, deed of trust, note, or other

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

obligation secured by the Contractor if that interest equals at least five percent (5%) of the value of the Contractor's assets;

- Is an officer or director of the Contractor organized as a corporation; or
- Is a partner in the Contractor organized as a partnership.

Disclosure of the ownership or control interest information described above shall be made to the State at the following times:

- Upon proposal submission in accordance with the State's procurement process;
- When the Contractor executes a contract with the State;
- When the State renews or extends the Contract; and/or,
- Within thirty-five (35) days after any change in ownership of the Contractor.

The Contractor, as well as its subcontractors and providers, whether contract or non-contract, shall comply with all federal requirements (42 CFR 455.100-107) on disclosure reporting, including business transaction disclosure reporting (42 CFR 455.105) and shall further provide any additional information necessary for FSSA to perform exclusion status checks pursuant to 42 CFR 455.436. All tax-reporting provider entities that bill and/or receive Indiana Medicaid funds as the result of this Contract shall submit routine disclosures in accordance with timeframes specified in 42 CFR 455.104-107 and the terms of this Contract, including at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form, at least once every three (3) years, and at any time upon request.

The Contractor, as well as its subcontractors and providers, whether contract or non-contract, shall comply with all federal requirements (42 CFR 1002) on exclusion and debarment screening. All tax-reporting provider entities that bill and/or receive Indiana Medicaid funds as the result of this Contract shall screen their owners and employees against the federal exclusion databases (such as LEIE and EPLS). Any services provided by excluded individuals shall be refunded to and/or obtained by the State and/or the Contractor as prescribed in Section 7.4 Program Integrity Overpayment Recovery. Where the excluded individual is the provider of services or an owner of the provider, all amounts paid to the provider shall be refunded.

The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities. Staffing levels, at a minimum, will be equal to one full-time staff member for every one hundred thousand (100,000) members in addition to the Special Investigation Unit Manager and the Compliance Director.

The Contractor shall comply with all federal and state requirements regarding fraud and abuse, including but not limited to Sections 1128, 1156, and 1902(a)(68) of the Social Security Act. The Contractor shall also provide all documentation and information requested by OMPP PI Section or required under this section and its subsections in the form and manner mandated by the OMPP PI Section.

Under Section 71113 of Public Law No. 119-21, 139 Stat. 72, 300-01 (2025), Medicaid funds shall not be used to make payments to a prohibited entity for items and services furnished during the one (1) year period beginning on July 4, 2025, and continuing for a period of one year. "Prohibited entity" is defined in Section 71113(b)(1) of the Act. FSSA will provide Contractor with a list of prohibited entities under this section. If Contractor believes that a prohibited entity is a

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Medicaid provider but is not included on FSSA's list of prohibited entities, it shall notify FSSA of such entity within seventy-two (72) hours.

The Contractor is prohibited from paying for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital):

- Furnished under the plan by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, XIX, XX, or XXI pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) and 1903(i) and 1903(i)(2)(A) of the Social Security Act.

- Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, XIX, XX, or XXI pursuant to section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person) per section 1903(i) and 1903(i)(2)(B) of the Social Security Act.

- Furnished by an individual or entity to whom the State has failed to suspend payments during any period in which the State has notified the Contractor of a pending investigation of a credible allegation of fraud against the individual or entity, unless the State determines there is good cause not to suspend such payments per section 1903(i) and 1903(i)(2)(C)) of the Social Security Act.

- With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997 per section 1903(i)(16) of the Social Security Act.

- With respect to any amount expended for roads, bridges, stadiums, or any other item or service not covered under the State Plan per section 1903(i)(17) of the Social Security Act.

Federal Financial Participation (FFP) is not available for any amounts paid to a Contractor that could be excluded from participation in Medicare or Medicaid for any of the following reasons:

- The Contractor is controlled by a sanctioned individual under section 1128(b)(8) of the Social Security Act [42 CFR 438.808(a), 42 CFR 438.808(b)(1), 42 CFR 431.55(h), section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3; SMDL 6/12/08, SMDL 1/16/09],

- The Contractor has a contractual relationship for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as specified in section 1128(b)(8)(B) of the Social Security Act [42 CFR 438.808(a), 42 CFR 438.808(b)(2), 42 CFR 431.55(h), section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3, SMDL 6/12/08; SMDL 1/16/09],

- The Contractor has a contractual relationship for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual or entity that is, or is affiliated with a person or entity that is, debarred, suspended, or excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

participating in non-procurement activities under regulation issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 per 42 CFR 438.808(a), 42 CFR 438.808(b)(2), 42 CFR 438.610(b), 42 CFR 431.55(h), section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3, SMDL 6/12/08, SMDL 1/16/09, Executive Order No. 12549],

- The Contractor has a contractual relationship for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with any individual or entity excluded from participation in any Federal health care program under section 1128 or 1128A of the Social Security Act [42 CFR 438.808(a), 42 CFR 438.808(b)(2), 42 CFR 438.610(b), 42 CFR 431.55(h), section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3, SMDL 6/12/08, SMDL 1/16/09],

- The Contractor employs or contracts directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services with any individual or entity that is (or is affiliated with a person/entity that is) debarred, suspended, or excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulation issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 per 42 CFR 438.808(a), 42 CFR 438.808(b)(3)(i), 42 CFR 438.610(a), 1903(i)(2), 42 CFR 1001.1901(c), 42 CFR 1002.3, SMDL 6/12/08, and SMDL 1/16/09,

- The Contractor employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services with any individual or entity, or with an individual or entity that would provide those services through an individual or entity that is excluded from participation in any federal health care program under section 1128 or 1128A of the Act per 42 CFR 438.808(a), 42 CFR 438.808(b)(3)(i)-(ii), 42 CFR 438.610(b), section 1903(i)(2) of the Act, 42 CFR 1002.3), 42 CFR 1001.1901(c), SMDL 6/12/08, and SMDL 1/16/09, and

- The Contractor employs or contracts, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services with any individual or entity that would (or is affiliated with a person/entity that would) provide those services through an individual or entity debarred, suspended, or excluded from participating in procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under regulation issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 per 42 CFR 438.808(a), 42 CFR 438.808(b)(3)(ii), 42 CFR 438.610(a), section 1903(i)(2) of the Social Security Act, 42 CFR 1001.1901(c), 42 CFR 1002.3, SMDL 6/12/08 and SMDL 1/16/09.

If the State learns that the Contractor has a relationship with any of the above prohibited individuals or entities, FSSA will notify the Secretary of noncompliance and determine if this Contract will be continued or terminated in accordance with 42 CFR 438.610(d). The State may not renew or extend the existing agreement with the Contractor unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliation.

7.1 Program Integrity Plan

Pursuant to 42 CFR 438.608(a), which sets program integrity requirements, the Contractor must have an administrative procedure that includes a mandatory compliance plan that describes in detail the manner in which it will detect fraud and abuse. The Program Integrity Plan shall serve as Contractor's compliance plan. The Program Integrity Plan shall be

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

submitted annually and upon request by the OMPP PI Section, and updated quarterly, or more frequently if required by the OMPP Program Integrity (PI) Section, be submitted to FSSA. The PI Plan and/or updates to the PI Plan shall be submitted through the reporting process to FSSA, who shall forward to the OMPP PI Section, ten (10) business days prior to scheduled meetings discussing the Plan. The Plan shall include in its PI Plan provisions enabling the efficient identification, investigation, and resolution of waste, fraud and abuse issues of Contractor's providers, vendors, and subcontractors (including but not limited to Pharmacy Benefits Managers) and Contractor itself, including:

- Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable state and federal standards.

- The designation of a Special Investigation Unit Manager, a Compliance Officer and a Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Contract. The Plan should document that the Compliance Officer and SIU Manager shall meet with the OMPP PI Section at a minimum of quarterly and as directed by the OMPP PI Section.

- The type and frequency of training and education for the Special Investigation Unit Manager, Compliance Officer, and the organization's employees who will be provided to detect fraud. Training must be annual and address the False Claims Act, Indiana laws and requirements governing Medicaid reimbursement and the utilization of services – particularly changes in rules, and other Federal and state laws governing Medicaid provider participation and payment as directed by CMS and FSSA. Training should also focus on recent changes in rules.

- A risk assessment of the Contractor's various fraud and abuse/program integrity process. A risk assessment shall also be submitted on an "as needed" basis or at a minimum of every six (6) months. This assessment shall also include a listing of the MCEs top three vulnerable areas and shall outline action plans mitigating such risks.

- An organizational chart and communication plan highlighting lines of communication between the Special Investigation Unit Manager, the Compliance Officer and the organization's employees.

- Provision for internal monitoring and auditing.

- Procedures designed to prevent and detect abuse and fraud in the administration and delivery of services under this contract.

- A description of the specific controls in place for prevention and detection of potential or suspected fraud and abuse, including but not limited to:

    - A list of automated pre-payment claims edits.

    - A list of automated post-payment claims edits.

    - A list of types of desk audits on post-processing review of claims.

    - A list of reports for provider profiling and credentialing used to aid program and payment integrity reviews.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- A list of surveillance and/or utilization management protocols used to safeguard against unnecessary or inappropriate use of Medicaid services.
- A list of provisions in the subcontractor and provider agreements that ensure the integrity of provider credentials.
- A list of references in provider and member material regarding fraud and abuse referrals.
- A list of provisions for the confidential reporting of PI Plan violations to the designated person.
- A list of provisions for the investigation and follow-up of any suspected or confirmed fraud and abuse, even if already reported, and/or compliance plan reports.

- Provisions ensuring that the identities of individuals reporting violations of the Contractor are protected and that there is no retaliation against such persons.
- Provisions for enforcement of standards through well-publicized disciplinary guidelines.
- Specific and detailed internal procedures for officers, directors, managers and employees for detecting, reporting, investigating and reducing the potential for recurrence of fraud and abuse compliance PI Plan violations.
- Requirements regarding the reporting of any confirmed or suspected provider fraud and abuse under state or federal law to the OMPP PI Section and pursuant to Section 7.3 below.
- Assurances that no individual who reports Contractor's potential violations or suspected fraud and abuse is retaliated against.
- Policies and procedures for conducting both announced and unannounced site visits and field audits to providers defined as high risk (including but not limited to providers with cycle/auto billing activities, providers offering DME, home health, mental health, and transportation services) to ensure services are rendered and billed correctly.
- Provisions for prompt response to detected offenses, and for development of corrective action initiatives.
- Program integrity-related goals, objectives and planned activities for the upcoming year.

7.2 Program Integrity Operations

The Contractor shall have surveillance and utilization control programs and procedures (42 CFR 456.3, 42 CFR 456.4, 42 CFR 456.23) to safeguard Medicaid funds against improper payments and unnecessary or inappropriate use of Medicaid. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected waste, fraud and abuse activities. Contractor shall have operations sufficient to enable the efficient identification, investigation, and resolution of waste, fraud and abuse issues of Contractor's providers, vendors, and subcontractors

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

(including Pharmacy Benefits Managers) and Contractor itself). Contractor is required to conduct and maintain at a minimum the following operations and capabilities. Contractor shall conduct all operations and deploy all capabilities described below on a routine basis and as necessary for the effective reduction of Medicaid waste, fraud and abuse.

- The Special Investigation Unit within the Contractor's structure shall have the ability to make referrals to the OMPP PI Section, and accept referrals from a variety of sources including: directly from providers (either provider self-referrals or from other providers), members, law enforcement, government agencies, etc. The Contractor shall also have effective procedures for timely reviewing, investigating, and processing such referrals.

- The Contractor will suspend all payments to a provider after the Agency determines that there is a credible allegation of fraud and has provided the Contractor with written notice of a payment suspension.

- Data mining, analytics, and predictive modeling for the identification of potential overpayments and aberrant payments/providers warranting further review/investigation.

- Provider profiling and peer comparisons of all of Contractor's provider types and specialties – at a minimum annually – to identify aberrant service and billing patterns warranting further review/audit.

- Onsite Audit capability and protocols identifying how and when the Special Investigation Unit shall conduct such onsite audits of providers.

- Medical claim audit capabilities sufficient to enable the Special Investigation Unit to audit any payment issued to any provider. This includes utilizing medical record reviewers, clinicians, coding specialists, accountants, and investigators needed for review of payments to any provider/provider type.

- Member service utilization analytics to identify members that may be abusing services. Contractor shall submit to FSSA for approval the criteria utilized for its review of its members and the referral of members to the Right Choices Program.

In accordance with 42 CFR 438.608(a)(3)-(8), the Contractor or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims, shall implement and maintain arrangements or procedures for:

- Prompt notification to the State when information is received about changes in a member's circumstances that may affect the enrollee's eligibility including changes in the enrollee's residence or the death of the enrollee.

- Prompt notification to the State when information is received about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement.

- Verification, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a regular basis.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- All employees of the entity, and of any contractor or agent, that provide detailed information about the False Claims Act and other federal and State laws, including information about rights of employees to be protected as whistleblowers per section 1902(a)(68) of the Social Security Act.

- The prompt referral of any potential fraud, waste, or abuse that the Contractor identifies to the State's program integrity unit or any potential fraud directly to the State Medicaid Fraud Control Unit.

- The Contractor's suspension of payments to a network provider for which the State determines there is a credible allegation of fraud per 42 CFR 455.23.

7.3 Program Integrity Reporting

The Contractor shall cooperate with all appropriate state and federal agencies, including the Indiana MFCU and the OMPP PI Section, in investigating fraud and abuse. The Contractor shall have methods for identification, investigation, and referral of suspected fraud cases (42 CFR 455.13, 42 CFR 455.14, 42 CFR 455.21). Contractor shall provide an Audit Report to FSSA and the OMPP PI Section. The Audit Report documents all provider and member-specific program integrity activities of Contractor (i.e., the specific application of Program Integrity Plan provisions to identify specific provider and member waste, fraud and abuse), as documented below.

The Contractor shall immediately report all suspected or confirmed instances of waste, fraud and abuse to the FSSA and the OMPP PI Section. The Contractor shall use the Reporting Forms provided by the FSSA for all such reporting or such other form as may be deemed satisfactory. The Contractor shall be subject to non-compliance remedies under this Contract identified in Exhibit 2.D for willful failure to report fraud and abuse by providers, Medicaid beneficiaries/members, or applicants to the OMPP PI Section as appropriate. All confirmed or suspected cases of waste, fraud and abuse shall be discussed at the Managed Care-Program Integrity coordination meeting following the OMPP PI Section's receipt of the report unless otherwise directed by the OMPP PI Section.

The Contractor shall promptly perform a preliminary investigation of all incidents of suspected and/or confirmed fraud and abuse. Unless prior written approval is obtained from the agency to whom the incident was reported, or to another agency designated by the agency that received the report, after reporting fraud or suspected fraud and/or suspected abuse and/or confirmed abuse, the Contractor shall not take any of the following actions as they specifically relate to Indiana claims:

- Contact the subject of the investigation about any matters related to the investigation;

- Enter into or attempt to negotiate any settlement or agreement regarding the incident; or

- Accept any monetary or other thing of valuable consideration offered by the subject of the investigation in connection with the incident.

The Contractor shall promptly provide the results of its preliminary investigation to the OMPP PI Section or to another agency designated by the OMPP PI Section.

The Contractor shall cooperate fully in any further investigation or prosecution by any duly authorized government agency, whether administrative, civil, or criminal. Such cooperation shall include providing, upon request, information, access to records, and access to interview

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Contractor employees and consultants, including but not limited to those with expertise in the administration of the program and/or in medical or pharmaceutical questions or in any matter related to an investigation.

The Contractor shall suspend all payments to a provider after FSSA determines that there is a credible allegation of fraud and has provided the Contractor with a notice of a payment suspension.

On a quarterly basis, and as otherwise directed by the OMPP PI Section, the Contractor shall submit a detailed Audit Report to FSSA which outlines the Contractor's program integrity-related activities, as well as identifies the Contractor's progress in meeting program integrity-related goals and objectives. The Audit Report shall specify current audits, reviews, claim denials, and investigation activity of the section, a summary of the reason for the audit/investigative activity, the disposition of any such completed activity (including detailed overpayment amounts identified or recouped), and projected upcoming activity for the following quarter. The Audit Report should also specify individual provider recoupment, repayment schedules, and actions taken for each audit or investigation. The quarterly progress report must identify recoupment totals for the reporting period. The Audit Report shall also identify projected upcoming activity, including the top 20 providers on Contractor's list for audit, and the type(s) of audit(s) envisioned. The OMPP PI Section shall review and approve, approve with modifications, or reject the Audit Report and specify the grounds for rejection. Recoupment totals and summaries for each reporting period (quarterly unless otherwise specified by the OMPP PI Section) must also be submitted in the Audit Report.

In accordance with 42 CFR 438.608(d)(3), 42 CFR 438.604(a)(7), and 42 CFR 438.606, the Contractor report annually to the State on the recoveries of overpayments. In accordance with 42 CFR 438.608(d)(1)(ii)-(iii), the Contractor must have a process, timeframes, and documentation required for reporting the recovery of all overpayments and for payment of recoveries in situations where the Contractor is not permitted to retain some or all of the recovery.

The Contractor shall notify FSSA within one (1) business day upon discovery of a HIPAA or other security breach.

7.4 Program Integrity Overpayment Recovery

The Contractor has primary responsibility for the identification of all potential waste, fraud and abuse associated with services and billings generated as a result of this Contract. In cases involving wasteful or abusive provider billing or service practices (including overpayments) identified and recovered by Contractor.

The Contractor will have policies and procedures in place to fully comply with 42 CFR 438.608. The Contractor or subcontractor with delegated responsibility for coverage of services and payment of claims, shall implement and maintain arrangements or procedures for prompt reporting of all overpayments identified or recovered, specifying the overpayments due to potential fraud, to the State per 42 CFR 438.608(a)(2).

The Contractor must maintain relevant documentation for a minimum of seven (7) years. In accordance with 42 CFR 438.608(d)(1)(i), the Contractor shall have retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. Quarterly and annual reporting of recoveries will be made in accordance with the guidance in the MCE Reporting Manual.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

In cases involving wasteful or abusive provider billing or service practices (including overpayments) identified by the OMPP PI Section, FSSA may recover any identified overpayment directly from the provider or may require Contractor to recover the identified overpayment and repatriate the funds to the State Medicaid program as directed by the OMPP PI Section. The OMPP PI Section may also take disciplinary action against any provider identified by Contractor or the OMPP PI Section as engaging in inappropriate or abusive billing or service provision practices.

If a fraud referral from Contractor generates an investigation and/or corresponding legal action results in a monetary recovery to IHCP, the reporting Contractor will be entitled to share in such recovery following final resolution of the matter (settlement agreement/final court judgment) and following payment of recovered funds to the State of Indiana. The Contractor's share of recovery will be as follows:

- From the recovery, the State (including the IMFCU) shall retain its costs of pursuing the action, including any costs associated with OMPP PI Section operations associated with the investigation, and its actual documented loss (if any). The State will pay to the Contractor the remainder of the recovery, not to exceed the Contractor's actual documented loss. Actual documented loss of the parties will be determined by paid false or fraudulent claims, canceled checks or other similar documentation which objectively verifies the dollar amount of loss.

- If the State determines it is in its best interest to resolve the matter under a settlement agreement, the State has final authority concerning the offer, or acceptance, and terms of a settlement. The State will exercise its best efforts to consult with the Contractor about potential settlement. The State may consider the Contractor's preferences or opinions about acceptance, rejection or the terms of a settlement, but they are not binding on the State.

- If final resolution of a matter does not occur until after the Contract has expired, the preceding terms concerning disposition of any recovery and consultation with the Contractor shall survive expiration of the Contract and remain in effect until final resolution of a matter referred to the IMFCU by the Contractor under this section.

If the State makes a recovery from a fraud investigation and/or corresponding legal action where the Contractor has sustained a documented loss but the case did not result from a referral made by the Contractor, the State shall not be obligated to repay any monies recovered to Contractor, but may do so at its discretion. Funds recovered as a result of a multi-state fraud investigation/litigation, however, will be shared with Contractor as prescribed for funds recovered as a result of Contractor’s fraud referral absent extenuating circumstances.

The Contractor is prohibited from the repayment of state-, federally-, or Contractor-recovered funds to any provider when the issues, services or claims upon which the repayment is based meets one or more of the following:

- The funds from the issues, services or claims have been obtained by the State or Federal governments, either by the State directly or as part of a resolution of a state or federal audit, investigation and/or lawsuit, including but not limited to false claims act cases;

- When the issue, services or claims that are the basis of the repayment have been or are currently being investigated by the OMPP PI Section, the Federal Medicaid Integrity Contractor (MIC), Contractor, Indiana MFCU, or Assistant

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

United State Attorney (AUSA), are the subject of pending Federal or State litigation, or have been/are being audited by the State Recovery Audit Contractor (RAC).

This prohibition described above shall be limited to a specific provider(s), for specific dates, and for specific issues, services or claims. The Contractor shall check with the OMPP PI Section before initiating any repayment of any program integrity related funds to ensure that the repayment is permissible.

7.5 Auditing Program Integrity Operations

The OMPP PI Section may conduct audits of Contractor's Special Investigation (SI) Unit activities to determine the effectiveness of Contractor's operations. Such audit activities may include conducting interviews of relevant staff, reviewing all documentation and systems used for Special Investigation Unit activities, and reviewing the SI Unit's performance metrics. The OMPP PI Section may issue a corrective action or performance improvement plan and outline timelines for improvement measures. The failure to adhere to operational improvement measures may result in the State's imposing liquidated damages up to the amount of overpayments recovered from Contractor's providers by OMPP PI Section audits for the preceding calendar year, or imposing other non-compliance remedies including liquidated damages as authorized by Exhibit 2.D.

8. Information Technology (IT) Systems

The Contractor must have Information Technology (IT) systems sufficient to support the Hoosier Healthwise program requirements, and the Contractor must be prepared to submit all required data and reports in the format specified by FSSA. This may include, at the State's discretion, an administrative data extract in a prescribed format outlined in the Reporting Manual. The Contractor must maintain IT systems with capabilities to collect, analyze, integrate, and report information on areas including, but not limited to, utilization, claims, grievances and appeals, and disenrollments for other than loss of Medicaid eligibility in accordance with 42 CFR 438.242(a). The IT system must perform the data receipt, transmission, integration, management, assessment and system analysis tasks described in this section. The Contractor must be capable of collecting data on enrollee and provider characteristics as specified by the State and on all services furnished to enrollees through an encounter data system as required by 42 CFR 438.242(b)(2). The Contractor's IT Systems must support provider electronic submission of authorization requests, authorization appeals, claims, claim disputes and claim appeals. The Contractor's IT systems must integrate Hoosier Healthwise pharmacy data from the State fiscal agent for utilization analysis, care management activities, member benefit plan assignment, including any applicable medically frail designation or pregnancy diagnosis. FSSA shall provide the Contractor with pharmacy claims data on the Contractor's Hoosier Healthwise members on a weekly basis through the State fiscal agent. FSSA will also provide access to real-time pharmacy profiles of Hoosier Healthwise members via a web portal.

In the event the State's technical requirements require amendment during the term of the Contract, the State will work with Contractors in establishing the new technical requirements. The Contractor shall be capable of adapting to any new technical requirements established by the State, and the State may require the Contractor to agree in writing to the new requirements. After the Contractor has agreed in writing to a new technical requirement, any Contractor-initiated changes to the requirements shall require FSSA approval and FSSA may require the Contractor to pay for additional costs incurred by the State in implementing the Contractor-initiated change.

The Contractor shall develop processes for development, testing, and promotion of system changes and maintenance. The Contractor shall notify FSSA at least thirty (30) calendar days prior to the installation or implementation of minor software and hardware changes, upgrades,

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

modifications or replacements. The Contractor shall notify FSSA at least (90) calendar days prior to the installation or implementation of major software or hardware changes, upgrades, modifications or replacements. "Major" changes, upgrades, modifications or replacements are those that impact mission critical business processes, such as claims processing, eligibility and enrollment processing, service authorization management, provider enrollment and data management, encounter data management, and any other processing affecting the Contractor's capability to interface with the State or the State's contractors. The Contractor shall ensure that system changes or system upgrades are accompanied by a plan which includes a timeline, milestones and adequate testing to be completed prior to implementation. The Contractor shall notify and provide such plans to FSSA upon request in the timeframe and manner specified by the State.

The Contractor shall have a plan for creating, accessing, storing and transmitting health information data in a manner that is compliant with HIPAA standards for electronic exchange, privacy and security requirements (45 CFR 162 and 42 CFR 164), which address security and privacy of individually identifiable health information.

The Contractor's IS shall support HIPAA Transaction and Code Set requirements for electronic health information data exchange, National Provider Identifier requirements and Privacy and Security Rule standards. The Contractor's electronic mail encryption software for HIPAA security purposes must provide no less protection than the State's electronic mail encryption software. The Contractor's IS plans for privacy and security shall include, but not be limited to:

- Administrative procedures and safeguards (45 CFR 164.308);
- Physical safeguards (45 CFR 164.310); and
- Technical safeguards (45 CFR 164.312).

The Contractor shall make data available to FSSA and, upon request, to CMS in accordance with 42 CFR 438.242(b)(4). In accordance with 42 CFR 438.600-610, which relates to certifications and program integrity, the Contractor shall submit all data, including encounter claims, under the signatures of either its Financial Officer or Executive leadership (e.g., President, Chief Executive Office, Executive Director), certifying the accuracy, truthfulness and completeness of the Contractor's data.

See the Hoosier Healthwise MCE Reporting Manual. The Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies and guidelines, which are available online at http://in.gov/iot/2394.htm. All hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 USC 794d) and IC 4-13.1-3. Any deviation from these architecture requirements shall be approved in writing by IOT in advance. In addition to the IOT policies, the Contractor shall comply with all OMPP Application Security Policies. Any deviation from these architecture requirements must be approved in writing by IOT in advance.

In addition to the IOT policies, the Contractor shall comply with all FSSA Application Security Policies. Any deviation from the policies must be approved in writing from FSSA. Furthermore, Contractors must be willing to accept FSSA's Confidentiality, Security and Privacy of Personal Information contractual terms.

8.1 Master Test Plan

Software testing is the process of evaluation to detect differences between given input and expected output. Testing assesses the quality of the product. Software testing is a verification and validation process that should be done during the development process.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

The Contractor's Master Test Plan should be fully inclusive of the testing phases listed below. Any deviations from this list of phases (additions or deletions) will need to be explained and justified in the State approved Contractor's Master Test Plan.

1. Unit Testing (UT)
   Defined as testing conducted on individual units (components) of an integrated system, designed to validate that each unit performs as designed.

2. System Integration Testing (SIT)
   Defined as testing conducted on a complete, integrated system to evaluate the system's compliance with its specified requirement.

3. External Contractor and/or Partner Testing
   Defined as independent testing to demonstrate that the applicable phase of the system and the system as installed conforms to the application system specifications.

4. User Acceptance Testing (UAT)
   Defined as acceptance testing often done by the customer to ensure that the delivered product meets the requirements and works as the customer expected. The Contractor is required to provide 'proof of life' (aka 'proof of concept') demonstrations for all systems prior to UAT.

5. End-to-End (E2E) Testing
   Defined as testing that the flow of an application is performing as designed from start to finish to identify system dependencies and ensure that the right information is passed between various system components and systems.

6. Regression Testing
   Defined as testing after modification of a system, component, or a group of related units to ensure that the modification is working correctly and is not damaging or imposing other modules to produce unexpected results.

7. Stress / Volumetric Testing
   Defined as testing to evaluate how the application or system behaves under unfavorable conditions and how it recovers when going back to normal usage. Stress Testing is conducted at upper and beyond limits of the specifications.

8. Security Testing
   Contractor may be subject to either the creation of, or full cooperation with, Security Assessment or testing as prescribed by state. This may include Penetration Testing or SOC-1 audits.

The State requires the following specific criteria to be formally adopted, included, or executed as part of the contractor's holistic testing plan:

1. Each Test Plan shall include, but not be limited to, the following:
   a. Testing Strategy, including dates and participants
   b. Test Scenarios and Cases

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

c. Full Requirement Tracing

d. Input Data

e. Expected Results

f. Actual Results

g. Status

h. Secondary Result Validation

2. Provide for at least a month between testing completion and Go Live.

3. Access must be directly provided to the correct testing environments at no cost to any participant internal or external to the Contractor.

4. Participate in test phases including other parties (such as Contractor or User Acceptance testing) not just by providing access, but by developing test plans and scenarios for these phases as well, and providing the required input data and unique configurations to support all internal and external test cases.

5. Cooperation and collaboration with all contractors, stakeholders and testing partners is required by the State to ensure each test phase is successful. This collaboration shall extend to test phases run by other partners external to those managed by the Contractor in order to ensure the success of the effort overall.

Furthermore, the State requires that contractors adhere to its criteria for and definition of defects listed below in Table 1, their severities, and the defined actions required by Severity. The State has unilateral authority to assign or change a defect level:

Table 1: Defect Severity Definitions and Required Actions

Severity	Definition / Criteria for Assignment	Required Schedule / Action to Resolve
1	Catastrophic - Functionality causes critical impact / system failure. Any defect that causes major system impacts or interface issues and is not acceptable for production. A serious deviation from requirements which prohibits the stakeholder from accurately completing a major piece of functionality.	Any Severity One (1) defects must be resolved, re-tested and the fix confirmed prior to implementation.
2	Major - Major functions are/would be disabled; no workaround exists.	Any Severity Two (2) defects must be resolved, re-tested and the fix confirmed prior to implementation
3	Medium - Major functions are/would be disabled; workaround available and acceptable to the State. A minor deviation from requirements which prohibits the stakeholder from completing a minor piece of functionality accurately and there may or may not be an appropriate workaround acceptable to the State. Note:	Any Severity Three (3) defects must have a state-approved workaround, including detailed operating procedures for the intervention and an implementation plan for the automated fix. Final fix must be re-tested, implemented, and

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

	The State may make determinations that certain errors classified as "Minor deviations" are to be corrected before the system is ready for production.	confirmed within ninety (90) days of Go Live
4	Minor – minor functions are/would be disabled	Any Severity Four (4) defects must be resolved, re-tested, implemented and confirmed within one hundred and eighty (180) days of Go Live
5	Cosmetic – a deviation from requirements, which does not prohibit processing of a piece of functionality, or indicates an internal issue that is not considered a defect in the system, but requires attention to ensure quality of the system.	Any Severity Five (5) defects must be resolved, re-tested, implemented and confirmed within three hundred and sixty-five (365) days of Go Live

8.2 Business Contingency and Disaster Recovery Plans

IT system contingency planning shall be developed in accordance with the requirements of this section and with 45 CFR 164.308, which relates to administrative safeguards. Contingency plans shall include: Data Backup plans, Disaster Recovery plans and Emergency Mode of Operation plans. Application and Data Criticality analysis and Testing and Revisions procedures shall also be addressed within the Contractor's contingency plan documents. The Contractor is responsible for executing all activities needed to recover and restore operation of information systems, data and software at an existing or alternative location under emergency conditions within twenty-four (24) hours of identification of a disaster. The Contractor shall protect against hardware, software and human error. The Contractor must maintain appropriate checkpoint and restart capabilities and other features necessary to ensure reliability and recovery, including telecommunications reliability, file back-ups and disaster recovery. The Contractor shall maintain full and complete back-up copies of data and software, and shall back up on tape or optical disk and store its data in an off-site location approved by FSSA.

For purposes of this Scope of Work, "disaster" means an occurrence of any kind that adversely affects, in whole or in part, the error-free and continuous operation of the Contractor's or its subcontracting entities' IS or affects the performance, functionality, efficiency, accessibility, reliability or security of the system. The Contractor shall take the steps necessary to fully recover the data or system from the effects of a disaster and to reasonably minimize the recovery period. The State and the Contractor will jointly determine when unscheduled system downtime will be elevated to a "disaster" status. Disasters may include natural disasters, human error, computer virus or malfunctioning hardware or electrical supply. The Contractor must take the steps necessary to fully recover the data or system from the effects of a disaster and to reasonably minimize the recovery period. The State and the Contractor will jointly determine when unscheduled system downtime will be elevated to a "disaster" status.

The Contractor shall notify FSSA, at minimum, within two (2) hours of discovery of a disaster or other disruptions in its normal business operations. Such notification shall include a detailed explanation of the impact of the disaster, particularly related to mission critical business processes, such as claims processing, eligibility and enrollment processing, service authorization management, provider enrollment and data management, encounter data management, and any other processing affecting the Contractor's capability to interface with the State or the State's contractors. Depending on the anticipated length of disruption, FSSA, in its discretion, may require the Contractor to provide FSSA a detailed plan for resuming

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

operations. In the event of a catastrophic or natural disaster (including, but not limited to, fire, flood, earthquake, storm, hurricane, war, invasion, act of foreign enemies, or terrorist activities), the Contractor shall resume normal business functions at the earliest possible time, not to exceed thirty (30) calendar days. If deemed appropriate by the State, the Contractor shall coordinate with the State fiscal agent to restore the processing of claims by *Core*MMIS if the claims processing capacity cannot be restored within the Contractor's system. In the event of other disasters or system unavailability caused by the failure of systems and technologies within the Contractor's span of control (including, but not limited to, system failures caused by criminal acts, human error, malfunctioning equipment or electrical supply), the Contractor shall resume normal business functioning at the earliest possible time, not to exceed ten (10) calendar days.

The Contractor and Hoosier Healthwise subcontractors' responsibilities include, but are not limited to:

- Supporting immediate restoration and recovery of lost or corrupted data or software.

- Establishing and maintaining, in an electronic format, a weekly back-up and a daily back-up that are adequate and secure for all computer software and operating programs; database tables; files; and system, operations and user documentation.

- Demonstrating an ability to meet back-up requirements by submitting and maintaining Data Backup and Disaster Recovery Plans that address:

    - Checkpoint and restart capabilities and procedures;
    - Retention and storage of back-up files and software;
    - Hardware back-up for the servers;
    - Hardware back-up for data entry equipment; and
    - Network back-up for telecommunications.

- Developing coordination methods for disaster recovery activities with FSSA and its contractors to ensure continuous eligibility, enrollment and delivery of services.

- Providing the State with business resumption documents, reviewed and updated at least annually, such as:

    - Disaster Recovery Plans
    - Business Continuity and Contingency Plans
    - Facility Plans
    - Other related documents as identified by the State

At no additional charge to the State, the Contractor shall be required to have in a place a comprehensive, fully tested IT business continuity/disaster recovery plan (ITBCP) that, at minimum, meets the requirements of NIST SP800-34. The ITBCP shall be submitted to the State within ninety (90) calendar days of Contract award with, at minimum, annual updates thereafter. The Contractor shall make reasonable updates and changes to its ITBCP as requested from time-to-time by the State or as otherwise may be required by applicable federal or State laws and regulations:

- The ITBCP will, at a minimum, meet the requirements of NIST SP800-34.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

- The State and the Contractor will mutually agree on reasonable Recovery Point Objectives and Recovery Time Objectives reflective of the State's business requirements and the critical nature of the Contractor's systems and services in support of the associated State business operations:

    - At a minimum, the Recovery Time Objectives will be no more than forty-eight (48) hours;
    - At a minimum, the Recovery Point Objectives will be no more than twenty-four (24) hours; and
    - These Objectives will be reviewed and, as necessary, modified on an annual basis.

- The Contractor will coordinate its ITBCP with FSSA's own IT business continuity/disaster recovery plans, including other State solutions with which the Contractor's system interfaces to assure appropriate, complete, and timely recovery:

    - The Contractor agrees to coordinate the development, updating, and testing of its ITBCP with the State in the State's development, updating, and testing of its Continuity of Operations Plan (COOP), as required by State policy and Homeland Security Presidential Directive (HSPD) 20.

- The ITBCP will be based on the agreed upon Recovery Point Objectives and Recovery Time Objectives, and a comprehensive assessment of threat and risk to be performed by the Contractor, with such threat and risk assessment updated on no less than annually by the Contractor (to reflect technological, Contractor business, and State business operations changes, and other appropriate factors).

- The State expects the Contractor's ITBCP to be tested by the Contractor no less than annually, with such testing being comprehensive in nature and scope assuring point-to-point testing in meeting the agreed upon Recovery Point Objectives and Recovery Time Objectives.

    - The first test of the Contractor's ITBCP is expected to be performed within ninety (90) calendar days of the State's award of a contract to the Contractor.

- The Contractor will provide the State with an annual report regarding the Contractor's (no less than) annual testing and updating of its ITBCP, including the results of the annual test, including failure points and corrective action plans.

    - The first such report is expected within thirty (30) calendar days of the Contractor's completion of its first test of its ITBCP.

- The Contractor will submit to the State a copy of its ITBCP, including annual updates.

    - The first copy of the ITBCP will be expected within ninety (90) calendar days of the State's award of a contract to the Contractor.

- The Contractor further agrees to make reasonable updates and changes to its ITBCP as requested from time-to-time by the State or as otherwise may be required by applicable federal or state laws and regulations.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

8.3 Member Enrollment Data Exchange

The Contractor shall be responsible for verifying member eligibility data and reconciling with capitation payments for each eligible member. The Contractor shall reconcile its eligibility and capitation records monthly. If the Contractor receives either enrollment information or capitation, the Contractor is financially responsible for the member. In accordance with 42 CFR 438.608(c)(3), if the Contractor discovers a discrepancy in eligibility or capitation information, the Contractor must notify FSSA and the State fiscal agent within thirty (30) calendar days of discovering the discrepancy and no more than ninety (90) calendar days after FSSA delivers the eligibility records. The Contractor must return any capitation overpayments to FSSA within forty-five (45) calendar days of discovering the discrepancy. If the Contractor receives either enrollment information or capitation for a member, the Contractor is financially responsible for the member.

The Contractor must accept enrollment data in electronic format, currently via secure file transfer protocol ("FTP"), as directed by FSSA and as detailed in the Indiana Health Coverage Program Companion Guide – 834 Contractor Benefit Enrollment and Maintenance Transaction ("834 Companion Guide), which shall be updated by FSSA. FSSA reserves the right to amend the 834 Companion Guide during the Contract term. The current 834 Companion Guide is provided in the Bidders' Library as an example only. The Contractor is responsible for loading the eligibility information into its claims system within five (5) calendar days of receipt. In addition, the Contractor's IT systems must accommodate the State's member identification number (MID) for each member and the case number.

The Contractor's information systems must accommodate the State's twelve (12)-digit member identification number (MID) for each member.

8.4 Provider Network Data

The Contractor shall submit provider network information to the State fiscal agent via the IHCP Provider Healthcare Portal. The Contractor shall keep provider enrollment and disenrollment information up-to-date. The Contractor shall enter updates into the Portal no less frequently than on the first (1st) and fifteenth (15th) day of each month, or as otherwise directed by the State. More information regarding provider network data will be available in the Hoosier Healthwise Policies and Procedures Manual.

8.5 Claims Processing

8.5.1 Claims Processing Capabilities

The Contractor must comply with section 6504(a) of the ACA, which requires that claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation to meet the requirements of section 1903(r)(1)(F) of the Social Security Act in accordance with 42 CFR 438.242(b)(1). The Contractor shall demonstrate and maintain the capability to process and pay provider claims for services rendered to the Contractor's members, in compliance with HIPAA, including National Provider Identification (NPI). The Contractor shall be able to price specific procedures or encounters (depending on the agreement between the provider(s) and the Contractor) and to maintain detailed records of remittances to providers. In accordance with Section 2.6, FSSA must pre-approve the Contractor's delegation of any claims processing function to a subcontractor, such as but not limited to a Dental Benefits Manager or Transportation Broker. The Contractor must notify FSSA and secure FSSA's approval of any change to sub-contracting arrangements for claims processing.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 1D

SCOPE OF WORK – HOOSIER HEALTHWISE

The Contractor shall use all applicable National Correct Coding Initiative (NCCI) edits in the processing of claims, except where State policy requires payment methodologies that contradict with NCCI edits. The Contractor shall use code sets and standards established and maintained by FSSA.

The Contractor shall develop policies and procedures to monitor claims adjudication accuracy and shall submit its policies and procedures for monitoring its claims adjudication accuracy to FSSA for review and approval.

Per IC 27-1-37.5-13, for claims filed after June 30, 2025, the Contractor may not require a retrospective review of, or deny a claim based solely on lack of prior authorization for an unanticipated health care service when that service meets the following criteria: 1) the service is determined to be a medically necessary health care service and was not anticipated at the time of scheduling another service that was authorized by the Contractor, or 2) is not subject to a prior authorization requirement.

Per IC 27-1-37.5-12, for claims filed after June 30, 2025, the Contractor shall not deny a health care claim that has been given authorization by the Contractor, or its utilization review entity; when it's been rendered in accordance with the authorization unless 1) the health care provider knowingly and materially misrepresented the health care service in the prior authorization request with the specific intent to deceive and obtain an unlawful payment from the Contractor, or its utilization review entity, 2) the health care service was no longer a covered benefit on the date the health care service was provided, 3) the health care provider was no longer contracted with the patient's health plan on the date the health care service was provided, 4) the health care provider failed to meet the timely filing requirements, 5) the Contractor does not have liability for the claim, 6) the patient was not covered under the health plan on the date on which the health care service was rendered. If a claim that was given prior authorization by the Contractor and was rendered in accordance with the authorization, but was denied due to unintentional and inaccurate inconsistency with the request for prior authorization, the health care provider may resubmit the claim with accurate, corrected information.

The out-of-network provider filing limit for submission of claims to the Contractor is ninety (90) calendar days from the date of service. This conforms with the filing limit under the Medicaid state plan (42 CFR 447.45(d)(4)). The in-network provider filing limit is established in the Contractor's provider agreements pursuant to the guidelines set forth in Section 5.4, which generally require in-network providers to submit claims within ninety (90) calendar days from the date of service. Timely filing limits are automatically waived in the instances of eligibility updates/ retroactivity, agency error, or any other condition established by FSSA in rule or policy. The Contractor's IT systems must allow for the bypassing of timely filing limits or indication of alleged waiver for these established conditions that does not solely rely on the appeals or grievance processes outlined in this Contract.

The Contractor shall have written policies and procedures for registering and responding to claims disputes for out-of-network providers, in accordance with the claims dispute resolution process for non-contracted providers outlined in 405 IAC 1-1.6-1.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

8.5.2 Compliance with State and Federal Claims Processing Regulations

The Contractor shall have a claims processing system to support electronic claims submission for both in- and out-of-network providers. The Contractor's system must process all claim types such as professional and institutional claims. The Contractor shall comply with the claims processing standards and confidentiality standards under IC 12-15-13-1.6 and IC 12-15-13-1.7, and any applicable federal regulations, including HIPAA regulations related to the confidentiality and submission requirements for protected health information (PHI). The Contractor shall ensure that communication with providers, particularly out-of-network providers, and submission requirements are efficient and not burdensome for any providers. The Contractor shall be prohibited from requiring out-of-network providers to establish a Contractor-specific provider number in order to receive payment for claims submitted. The Contractor shall not require providers to bill using any number other than the FSSA assigned Member ID number.

8.5.3 Claims Payment Timelines

The Contractor shall pay providers for covered medically necessary services rendered to the Contractor's members in accordance with the standards set forth in IC 12-15-13-1.6 and IC 12-15-13-1.7, unless the Contractor and provider agree to an alternate payment schedule and method. The Contractor shall also abide by the specifications of 42 CFR 447.45(d)(5)-(6), 42 CFR 447.46(c), and sections 1902(a)(37)(A) and 1932(f) of the Social Security Act, which require the Contractor to ensure that the date of receipt is the date the Contractor receives the claim, as indicated by its date stamp on the claim; and that the date of payment is the date of the check or other form of payment.

The Contractor shall pay or deny electronically filed clean claims within twenty-one (21) calendar days of receipt. A "clean claim" is one in which all information required for processing the claim is present. The Contractor shall pay or deny clean paper claims within thirty (30) calendar days of receipt. If the Contractor fails to pay or deny a clean claim within these timeframes and subsequently reimburses for any services itemized within the claim, the Contractor shall also pay the provider interest at the rate set forth in IC 12-15-21-3 or as outlined in State and Federal requirements. The Contractor shall pay interest on all clean claims paid late (i.e., in- or out-of-network claims) for which the Contractor is responsible, unless the Contractor and provider have made alternate written payment arrangements. Unclean claims must be rejected or denied within one year of receipt.

The Contractor shall meet the requirements set forth in IC 27-13-36.2-3 and notify providers of deficiencies in claims within the set timelines in State statute.

All providers must be offered on their provider agreement the option to select Electronic Fund Transfer (EFT) for provider payments. The Contractor shall develop a plan to issue payments predominantly via EFT and submit to the State for approval.

The Contractor shall not violate the claims payment provisions and timeframes that apply to accident and sickness insurers and HMOs under IC 27-8-5.7.

When the Contractor inappropriately denies or pays an incorrect rate, the Contractor must expedite the reprocessing of those claims within sixty (60) calendar days from

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

the date the issue is identified. The sixty (60)-day window begins on the date the Contractor confirms the provider was appropriately denied or paid an incorrect rate.

FSSA shall have the right to perform a random sample audit of all claims, and expects the Contractor to fully comply with the requirements of the audit and provide all requested documentation, including provider claims and encounters submissions.

8.5.4 Rate Update Timeliness

The Contractor shall have policies and procedures in place to load new fee schedules and fee schedule updates into their claim processing systems. New fee schedules or fee schedule updates should be loaded into their claim systems within thirty (30) days of receipt from the State. The Contractor shall have all Medicaid rate updates prepared for implementation on the effective date chosen by the State. Failure to adhere to this requirement will result in corrective action, as described in Exhibit 2.D Contract Compliance and Pay for Outcomes.

8.5.5 Medicaid National Correct Coding Initiative (NCCI)

Disclosure of information contained in the Medicaid National Correct Coding Initiative (NCCI) files shall be limited to only those responsible for the implementation of the quarterly State Medicaid NCCI edit files. Disclosure shall not be made prior to the start of the new calendar quarter.

After the start of the new calendar quarter, the Contractor may disclose only non-confidential information contained in the Medicaid NCCI edit files that is also available to the general public found on the Medicaid NCCI webpage. The Contractor agrees to use any non-public information from the quarterly State Medicaid NCCI edit files only for any business purposes directly related to the implementation of the Medicaid NCCI methodologies in Indiana.

New, revised, or deleted Medicaid NCCI edits shall not be published or otherwise shared by the Contractor with individuals, medical societies, or any other entities unless they were a Contracted Party prior to the posting of the Medicaid NCCI edits on the Medicaid NCCI webpage. Implementation of new, revised, or deleted Medicaid NCCI edits shall not occur prior to the first day of the calendar quarter. Only FSSA has the discretion to release additional information for selected individual edits or limited ranges of edits from the NCCI files shared with the Contractor. FSSA will impose penalties, up to and including loss of Contract, for violations of this confidentiality agreement relating to use of the Medicaid NCCI files.

8.6 Encounter Data Submission

The Contractor shall have policies, procedures and mechanisms in place to support the encounter data reporting process described below and in the State fiscal agent's Companion Guides. The Contractor shall strictly adhere to the standards set forth in the State fiscal agent's Companion Guides, as may be amended from time to time, such as the file structure and content definitions (including any content definitions as may further be interpreted or defined by FSSA).

In accordance with 42 CFR 438.242(c) and 42 CFR 438.818, the Contractor must provide for:

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Collection and maintenance of sufficient enrollee encounter data to identify the provider who delivers any item(s) or service(s) to enrollees;

- Submission of enrollee encounter data to the State at a frequency and level of detail to be specified by CMS and the State, based on program administration, oversight, and program integrity needs;

- Submission of all enrollee encounter data, including allowed amount and paid amount, that the State is required to report to CMS under 42 CFR 438.818(a); and

- Specifications for submitting encounter data to the State in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate.

The quality of Contractor's encounter data submissions shall be subject to audit and validation. Contractor shall fully comply with all such audit and validation activities including, but not limited to, attending meetings, providing background information on encounter data submissions, providing access to systems, records, and personnel that can assist auditors with their work, and timely responding to all information requests from the State or its auditors. The Contractor technical meetings with FSSA and the Fiscal Agent provides a forum for Contractor technical support staff to participate in the development of the data exchange process and ask questions related to data exchange issues, including encounter data transmission and reporting issues. The Contractor shall report any problems it is experiencing with encounter data submissions and reporting at this monthly meeting and to its designated FSSA Policy Analyst.

8.6.1 Definition and Uses of Encounter Data

Encounter data provides reports of individual patient encounters with the Contractor's health care network. These claims contain fee-for-service equivalent detail as to procedures, diagnoses, place of service, units of service, billed amounts and rendering providers' identification numbers and other detailed claims data required for quality improvement monitoring and utilization analysis. The Contractor shall submit an encounter claim to the State fiscal agent or its designee for every service rendered to a member for which the Contractor either paid or denied reimbursement per 42 CFR 438.604(a)(1), 42 CFR 438.606, and 42 CFR 438.818(a)(2)-(3).

The State shall primarily use the encounter data to make tactical and strategic decisions related to the Hoosier Healthwise program and to the Contract. In accordance with 42 CFR 438.604(a)(2), 42 CFR 438.606, 42 CFR 438.3, and 42 CFR 438.5(c), the Contractor's submitted data shall be the basis of which the State certifies the actuarial soundness of capitation rates to the Contractor, including base data that is generated by the Contractor. The State shall primarily use encounter data to calculate the Contractor's future capitation rates, with alternative data sources utilized as appropriate to meet actuarial and federal standards. Encounter data will also be used to calculate incentive payments to the Contractor, monitor quality and to assess the Contractor's Contract compliance. See Exhibit 2.D for a schedule of liquidated damages that FSSA will assess for non-compliance with encounter data submission requirements.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

8.6.2 Reporting Format and Batch Submission Schedule

The Contractor shall submit institutional, pharmacy, dental, vision, transportation and other professional encounter claims in an electronic format that adheres to the data specifications in the Companion Guides and any other state or federally mandated electronic claims submission standards, or be subject to liquidated damages. **A diagnosis code and DRG, as applicable, is a required data field and must be included on all encounter claims.** The Contractor's encounter claims must include the National Drug Codes (NDCs) when an encounter involves products or services with NDCs, including medical and institutional claims where medications with NDCs are included and billed separately. An indication of claim payment status and an identification of claim type (i.e., original, void or replacement) is also required, in the form designated by FSSA.

The Contractor shall submit via secure FTP a complete batch of encounter data for all adjudicated claims for paid and denied institutional, pharmacy and professional claims and any claims not previously submitted before 5 p.m. Eastern on Wednesday each week, or other date and time as specified by the State. Per 42 CFR 438.3(s)(2), all drug utilization data that is necessary for the State to bill manufacturers for rebates must be submitted to the State no later than forty-five (45) calendar days after the end of each quarterly rebate period. FSSA will use an overall average of calendar month submissions to assess compliance with this encounter claim submission requirement. The State shall require the Contractor to submit a corrective action plan and shall assess liquidated damages for failure to comply with the encounter claims submission requirements. See Exhibit 2.D for a schedule of liquidated damages FSSA shall assess for non-compliance with this requirement. Only data and information accepted by the data warehouse by June 30 shall be considered for the next year's capitation rate adjustments. For example, only encounters and information accepted by June 30, 2022 would be considered for 2023 rate setting purposes.

8.6.3 Encounter Claims Quality

The Contractor shall have written policies and procedures to address its submission of encounter claims to the State. These policies shall address the submission of encounter data from any subcapitated providers or subcontractors. At least annually, or on a schedule determined at the discretion of the State, the Contractor shall submit an encounter claims work plan that addresses the Contractor's strategy for monitoring and improving encounter claims submission.

The Contractor shall comply with the following requirements:

- Timeliness of Contractor's Encounter Claims Submission: The Contractor shall submit ninety-eight percent (98%) of adjudicated claims within twenty-one (21) calendar days of adjudication. The Contractor shall submit void/replacement claims within two (2) years from the date of service.

- Compliance with Pre-cycle Edits: The State or its designee will assess each encounter claim for compliance with pre-cycle edits. The Contractor must correct and resubmit any encounter claims that do not pass the pre-cycle edits.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Accuracy of Encounter Claims Detail: The Contractor shall demonstrate that it implements policies and procedures to ensure that encounter claims submissions are accurate; that is, that all encounter claims detail being submitted accurately represents the services provided and that the claims are accurately adjudicated according to the Contractor's internal standards and all state and federal requirements. FSSA shall have the right to monitor Contractor encounter claims for accuracy against the Contractor's internal criteria and its level of adjudication accuracy. FSSA shall regularly monitor the Contractor's accuracy by reviewing the Contractor's compliance with its internal policies and procedures for ensuring accurate encounter claims submissions and by performing a random sample audit of all claims. FSSA expects the Contractor to fully comply with the requirements of the review and audit and to provide all requested documentation, including provider and encounter claims submissions and medical records. FSSA shall require the Contractor to submit a corrective action plan and will require non-compliance remedies for the Contractor's failure to comply with encounter claims accuracy reporting standards.

- Completeness of Encounter Claims Data: The Contractor shall have in place a system for monitoring and reporting the completeness of claims and encounter data received from providers, i.e., for every service provided, providers shall submit corresponding claim or encounter data with claim detail identical to that required for fee-for-service claims submissions, including National Drug Codes as applicable. The Contractor shall also have in place a system for verifying and ensuring that providers are not submitting claims or encounter data for services that were not provided.

The Contractor shall adhere to CMS encounter submission requirements under 42 CFR 438.242. Encounters shall include allowed amounts and paid amounts. Subcontractor administrative costs must be excluded from paid amounts.

As part of its annual encounter claims work plan, the Contractor shall demonstrate its internal standards for measuring completeness, the results of any completeness studies, and any corrective action plans developed to address areas of non-compliance. FSSA may require the Contractor to demonstrate, through report or audit, that this monitoring system is in place and that the Contractor is regularly monitoring the completeness of claims and encounter data and ensuring that the Contractor is meeting FSSA's completeness requirements.

FSSA shall require the Contractor to submit a corrective action plan and will require non-compliance remedies for the Contractor's failure to comply with encounter claims completeness reporting standards, as identified in the Encounter Data Quality Validation template.

8.7 Third Party Liability (TPL) Issues

If a member is also enrolled in or covered by another insurer, the Contractor is fully responsible for coordinating benefits so as to maximize the utilization of third-party coverage. The Contractor shall share information regarding its members, especially those with special health care needs, with other payers as specified by FSSA and in accordance with 42 CFR 438.208(b), which relates to coordination of care. In the process of coordinating care, the Contractor must protect each member's privacy in accordance with the confidentiality requirements stated in 45 CFR 160 and 45 CFR 164.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The Contractor shall be responsible for payment of the member's coinsurance, deductibles, co-payments and other cost-sharing expenses, but the Contractor's total liability shall not exceed what the Contractor would have paid in the absence of TPL, after subtracting the amount paid by the primary payer. The Contractor shall coordinate benefits and payments with the other insurer for services authorized by the Contractor, but provided outside the Contractor's plan. Such authorization may occur prior to provision of service, but any authorization requirements imposed on the member or provider of service by the Contractor shall not prevent or unduly delay a member from receiving medically necessary services. The Contractor remains responsible for the costs incurred by the member with respect to care and services which are included in the Contractor's capitation rate, but which are not covered or payable under the other insurer's plan.

The Contractor must have a signed Coordination of Benefits Agreement (COBA) with CMS and participate in the automated crossover claim process administered by Medicare per 42 CFR 438.3(t).

In accordance with IC 12-15-8 and 405 IAC 1-1-15, FSSA has a lien upon any money payable by any third party who is or may be liable for the medical expenses of a Medicaid recipient when Medicaid provides medical assistance. The Contractor may exercise any independent subrogation rights it may have under Indiana law in pursuit or collection of payments it has made when a legal cause of action for damages is instituted by the member or on behalf of the member.

8.7.1 Coordination of Benefits - Hoosier Healthwise Package A

If Hoosier Healthwise member primary insurer is a commercial HMO and the Contractor cannot efficiently coordinate benefits because of conflicts between the primary HMO's rules and the Contractor's rules, the Contractor may submit to the Enrollment Broker a written request for disenrollment. The request must provide the specific description of the conflicts and explain why benefits cannot be coordinated. The Enrollment Broker will consult with OMPP and the request for disenrollment will be considered and acted upon accordingly.

8.7.2 Coordination of Benefits - Hoosier Healthwise, Package C (CHIP)

An individual is not eligible for Hoosier Healthwise Package C if they have other health insurance coverage. Children covered by comprehensive health insurance (hospital and medical or major medical) are not eligible for Package C. Per 45 CFR § 144.103, health insurance coverage means benefits consisting of medical care (provided directly, through insurance or reimbursement, or otherwise) under any hospital or medical service policy or certificate, hospital or medical service plan contract, or HMO contract offered by a health insurance issuer. Health insurance coverage includes group health insurance coverage, individual health insurance coverage, and short-term, limited-duration insurance.

If the Contractor discovers that a Hoosier Healthwise Package C member has other health insurance coverage, they are not required to coordinate benefits but shall report the member’s coverage to the State. The Contractor shall assist the State in its efforts to terminate the member from Hoosier Healthwise Package C due to the existence of other health insurance.

The types of other insurance coverage the Contractor should coordinate with include insurance such as worker’s compensation insurance and automobile insurance.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

8.7.3 Collection and Reporting

The Contractor will be responsible for identifying, collecting and reporting third party liability coverage and collection information to the State. As third-party liability information is a component of capitation rate development, the Contractor shall maintain records regarding third party liability collections and report these collections to OMPP in the timeframe and format determined by FSSA. The Contractor will retain all TPL collections made on behalf of its members.

Hoosier Healthwise, Package A

The Contractor will retain all third-party liability collections made on behalf of its Hoosier Healthwise members. As third-party liability information is a component of capitation rate development, the Contractor shall maintain records regarding third party liability collections and report these collections to FSSA in the timeframe and format determined by FSSA.

Hoosier Healthwise, Package C

The Contractor will retain all TPL collections from any insurer or responsible party other than health insurers (e.g., automobile insurers, workers compensation insurers, etc.). In an effort to incentivize Contractors to investigate whether members have obtained health insurance that would exclude them from Hoosier Healthwise Package C eligibility, Contractors may keep thirty percent (30%) of the recovery collected from other health insurers, but shall transfer the remaining seventy percent (70%) to the State within sixty (60) days of the end of the calendar year.

8.7.4 Cost Avoidance

The Contractor's TPL responsibilities include cost avoidance. When the Contractor is aware of other insurance coverage prior to paying for a health care service for a member, it should avoid payment by rejecting a provider's claim and direct that the provider first submit the claim to the appropriate third party. The Contractor shall be allowed to keep some or all of the costs it recovers from the third party, as set forth in Section 8.7.3 above.

When it has identified members who have health insurance, the Contractor shall validate the insurance prior to using that data for cost avoidance.

If insurance coverage information is not available, or if one of the exceptions to the cost avoidance rule discussed in this section applies, then the Contractor shall make the payment and make a claim against the third party, if it is determined that the third party is or may be liable. The Contractor shall ensure that its cost avoidance efforts do not prevent a member from receiving medically necessary services in a timely manner.

8.7.5 Retroactive Medicare Coverage

Medicare enrollees are excluded from Hoosier Healthwise enrollment. However, members may become retroactively Medicare eligible. When this occurs, the Contractor shall recover medical expenses payable by Medicare for the months of retroactive Medicare eligibility. The State will recoup the capitation rate paid for months with retroactive Medicare eligibility and pay a reduced dual-eligible capitation rate.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

8.7.6 Cost Avoidance Exceptions

Cost avoidance exceptions in accordance with 42 CFR 433.139, which relates to third-party liability, include the following situations in which the Contractor shall first pay the provider and then coordinate with the liable third party:

- The claim is for preventive pediatric services (including EPSDT) that are covered by the Medicaid program.
- The claim is for coverage derived from a parent whose obligation to pay support is being enforced by the State Title IV-D Agency and the provider of service has not received payment from the third party within thirty (30) calendar days after the date of service.
- The claim is for services provided that were covered by a third party at the time services were rendered or reimbursed (i.e., the Contractor was not aware of the third-party coverage); the Contractor shall pursue reimbursement from potentially liable third parties.

8.8 Health Information Technology and Interoperability

Contractors are required to implement and maintain systems that meet the CMS Interoperability and Patient Access requirements in 42 CFR 438.242, 42 CFR 457.1233; 42 CFR 457.760, 42 CFR 438.62, and 42 CFR 438.10 introduced in the Interoperability and Patient Access Final Rule. This includes but is not limited to patient access and provider directory Application Programming Interfaces (APIs) and payer to payer data exchanges. Contactors are also required to implement and maintain systems that meet Interoperability Standards Advisory (ISA) and 45 CFR 170 Subpart B.

The Contractor must implement and maintain a publicly accessible standards-based API as described in 42 CFR 431.70, which must include all of the provider directory information specified in 42 CFR 438(10)(h)(1) and (2) per 42 CFR 438.242(b)(6). In accordance with 42 CFR 438.242(b)(5) and 42 CFR 457.1233(d), the Contractor shall implement APIs that allow:

- Data concerning adjudicated claims, including claims data for payment decisions that may be appealed, were appealed, or are in the process of appeal, and provider remittances and beneficiary cost-sharing pertaining to such claims, no later than one (1) business day after a claim is processed;
- Encounter data, including encounter data from any network provider the Contractor is compensating on the basis of capitation payments and adjudicated claims and encounter data from any subcontractors no later than one (1) business day after receiving the data from providers;
- Clinical data, including laboratory results, if the Contractor maintains any such data, no later than one (1) business day after the data is received by the State; and
- Information about covered outpatient drugs and updates to such information, including, where applicable, preferred drug list information, no later than one (1) business day after the effective date of any such information or updates to such information.

Contractors should develop, implement and participate in HIT and data sharing initiatives in order to improve the quality, efficiency and safety of health care delivery in Indiana. The

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Contractor shall also cooperate and participate in the development and implementation of future FSSA-driven HIT initiatives.

The Contractor shall join and maintain access to the Indiana Health Information Exchange (IHIE) to enhance its capacity and effectiveness in coordinating care for members as well as drive ongoing improvement to service transparency. The State reserves the right to require the Contractor to provide updates on how the Contractor is utilizing IHIE (e.g., Admission, Discharge, and Transfer (ADT) Alerts or CareWeb for care management purposes). The State reserves the right to require the Contractor to integrate utilization of IHIE into its practices with reasonable advance notice.

In accordance with 42 CFR 438.242(b)(3)(i)-(iii), the Contractor must:

- Collect data from providers in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for State Medicaid quality improvement and care coordination efforts;

- Screen the data received from providers for completeness, logic, and consistency; and

- Verify the accuracy and timeliness of data reported by providers, including data from network providers the Contractor is compensating on the basis of capitation payments.

Following are examples of HIT initiatives that the Contractor should actively be involved in, or otherwise have a plan to participate in:

- **Electronic medical record (EMR).** An electronic health record is a digital version of a patient's paper chart that contains medical and treatment histories of patients. EHRs are real-time patient centered records that make information available instantly and securely to authorized users. They are built to share information with other health care providers and organizations in order to coordinate information for and from all clinicians involved in a patient's care such as: medical history, diagnoses, medications, treatment plans, immunization dates, allergies, radiology images, and laboratory and test results. Appropriate technical, administrative, and physical safeguards should also be in place to protect patient health information contained in the EHR. To ensure interoperability among providers including laboratory, pharmacy, radiology, inpatient hospital/surgery center, outpatient clinical care, home health, public health and others, organizations at the national level (including the Health IT Standards Panel and the Certification Commission for Health IT) are working to develop standards related to IT architecture, messaging, coding, and privacy/security and a certification process for technologies. The Contractor is strongly encouraged to use these standards in developing their electronic data sharing initiatives.

- **Electronic Prescribing**. The ability to generate and transmit permissible prescriptions electronically. Effective August 24, 2017, Indiana began to implement a statewide, comprehensive platform for healthcare professionals to review patients' controlled-substance prescription history more quickly and efficiently. This platform supports Indiana's Prescription Drug Monitoring Program (INSPECT) and transfers data into electronic health records and pharmacy management systems. Statewide integration of the INSPECT platform is a key component of Indiana's ongoing efforts to attack the opioid crisis.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- **Inpatient computerized provider order entry (CPOE).** CPOE refers to a computer-based system of ordering diagnostic and treatment services, including laboratory, radiology and medications. A basic CPOE system promotes legible and complete order entry and can provide basic clinical decision support such as suggestions for drug doses and frequencies. More advanced CPOE systems can integrate with an EMR for access to a patient's medical history.

- **Health information exchanges (including regional health information organizations – RHIOs).** These exchanges, such as the Indiana Health Information Exchange, allow participating providers to exchange clinical data electronically. The capacity of health information exchanges varies. Some initiatives provide electronic access only to lab or radiology results, while others offer access to shared, fully integrated medical records.

- **Benchmarking.** Contractors can pool data from multiple providers and "benchmark" or compare metrics related to outcomes, utilization of services and populations. Practice pattern analysis, with appropriate risk adjustment, can help to identify differences in treatment of patients and best practices. Information can be shared with Contractors and providers to help them identify opportunities for improvement, or can be linked to pay for performance initiatives.

- **Telehealth.** Telehealth allows provider-to-provider and provider-to-member live interactions, and is especially useful in situations where members do not have easy access to a provider, such as for members in rural areas. Providers also use telehealth to consult with each other and share their expertise for the benefit of treating complex patients in Hoosier Healthwise. Contractors develop reimbursement mechanisms to encourage appropriate use of telehealth.

- **Mobile and Self-Service Technology.** The Contractor is encouraged to utilize mobile and self-service technology in delivering services to members. This includes, but is not limited to, remote monitoring devices to enable members to record health measures for delivery to the Contractor and/or physician practices and medication and appointment reminders through personalized voice or text messages.

- **Admission, Discharge, and Transfer (ADT) alerts.** ADT alerts are automatic electronic notifications of admissions, discharges, and transfers that are sent to a patient's primary care physician or other healthcare provider. Implementing ADT alerts help to reduce avoidable hospital readmissions and improves care transitions and coordination. The Contractor will promote provider utilization of ADT alerts and integrate their monitoring into health plan operations and delivery of care.

9. Performance Reporting and Incentives

The State places great emphasis on the delivery of quality health care to Hoosier Healthwise members. Performance monitoring and data analysis are critical components in assessing how well the Contractor is maintaining and improving the quality of care delivered in the Hoosier Healthwise programs. The State uses various performance targets, industry standards, national benchmarks and program-specific standards in monitoring the Contractor's performance and clinical outcomes. The Contractor shall submit performance data specific to the Hoosier Healthwise program unless otherwise specified by FSSA. The State reserves the right to publish the Hoosier Healthwise program's performance and/or recognize the Contractor when it exceeds performance indicators. Additionally, beginning in year two (2) of the Contract, the State intends

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

to utilize performance outcomes as a factor for auto-assignments and enrollment materials developed to facilitate member choice of an MCE.

The Contractor shall comply with all reporting requirements contained in this Contract. The Contractor shall submit any other data, documentation, or information relating to the performance of the entity's obligations as required by the State or Secretary per 42 CFR 457.1285, 42 CFR 438.604(b) and 42 CFR 438.606(b). The State reserves the right to require the Contractor to work with and submit data to third-party data warehouses or analytic vendors.

The Contractor must have policies, procedures and mechanisms in place to ensure that the financial and non-financial performance data submitted to FSSA is accurate. In accordance with 42 CFR 438.604 and 42 CFR 438.606(a)-(b), all data must be certified by the Contractor's Chief Executive Officer, Chief Financial Officer or an individual who has delegated authority to sign for, and who reports directly to one of these employees. The certification must attest, based on best knowledge, information and belief to the accuracy, completeness and truthfulness of the data and documents submitted to the State. This certification must be submitted concurrently with the certified data per 42 CFR 438.604 and 42 CFR 438.606(c). As an example only, the current Reporting Manual is provided in the Bidders' Library.

FSSA reserves the right to audit the Contractor's self-reported data and change reporting requirements at any time with reasonable notice. FSSA may require corrective actions and will assess liquidated damages, as specified in Exhibit 2.D, for Contractor non-compliance with these and other subsequent reporting requirements and performance standards. FSSA may change the frequency or content of reports and may require additional reports. FSSA shall provide at least thirty (30) calendar days' notice to the Contractor before changing reporting requirements. FSSA may request ad hoc reports at any time.

The Reporting Manual will detail reporting requirements and the full list of required reports. The Contractor shall comply with all State instructions regarding submission requirements, including but not limited to, formatting, timeliness and data uploading instructions.

FSSA may schedule meetings or conference calls with the Contractor upon receiving the performance data. When FSSA identifies potential performance issues, the Contractor must formally respond in writing to these issues within five (5) business days of the receipt of the feedback meeting or conference call. If the Contractor fails to provide a formal, written response to the feedback or fails to respond within five (5) business days, FSSA may consider the vendor(s) noncompliant in its performance reporting and may implement corrective actions.

9.1 Administrative and Financial Reports

Financial Reports assist FSSA in monitoring the Contractor's financial trends to assess its stability and continued ability to offer health care services to its members. If the Contractor does not meet the financial reporting requirements, FSSA shall notify the Contractor of the non-compliance and designate a period of time, not less than ten (10) calendar days, during which the Contractor shall provide a written response to the notification. Contractors shall meet the IDOI licensure and financial requirements. Examples of Financial Reports to be submitted by the Contractor, in accordance with the terms of the MCE Reporting Manuals, include but are not limited to:

- IDOI Filing;
- Reimbursement for FQHC and RHC Services;
- Physician Incentive Plan Disclosure;
- Encounter Data Quality Validation template;
- Insurance Premium Notice;
- Capitation Reconciliation Report;

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Vendor Contact Sheet;
- Key Staff and Other Staffing; and
- Audited Financial Report.

On an annual basis and in accordance with 42 CFR 438.3(m), the Contractor must submit program specific audited financial reports, separate for each managed care program (i.e., HIP, Hoosier Healthwise, and Hoosier Care Connect as applicable). The audit must be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. The audit must detail the medical expense payments reported net of subcontracted administrative expenses and categorize all quality improvement spending into the allowed five (5) categories. The audit shall review if quality improvement spending passes the requirements under 45 CFR 158.150. Audits should be performed for calendar years using data on a services-incurred basis.

9.2 Member Service Reports

Member Service Reports identify the methods the Contractor uses to communicate to members about preventive health care and program services and monitor member satisfaction.

FSSA reserves the right to require more frequent Member Service reporting at the beginning of the Contract and as necessary to ensure satisfactory levels of member service.

9.3 Network Development Reports

Network Development Reports assist FSSA in monitoring the Contractor's network composition by specialty and geo-access ratios in order to assess member access and network capacity. The Contractor shall identify current enrollment, gaps in network services and the corrective actions that the Contractor is taking to resolve any potential problems relating to network access and capacity.

FSSA will require more frequent Network Geographic Access Assessment reporting at the beginning of the Contract and during implementation of program changes as necessary to ensure satisfactory network access, until the Contractor demonstrates that the network access standards have been met.

9.4 Provider Service Reports

Provider Service Reports assist FSSA in monitoring the methods the Contractor uses to communicate to providers about clinical, technical and quality management and improvement issues relating to the program.

9.5 Quality Management Reports

Quality Management Reports document the methods and processes the Contractor uses to identify program and clinical improvements that enhance the appropriate access, level of care, quality and utilization of program services by its members and providers. These reports assist FSSA in monitoring the Contractor's quality management and improvement activities.

9.6 Utilization Reports

Utilization Reports assist FSSA in monitoring the Contractor's utilization trends to assess its stability and continued ability to offer health care services to its members.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

9.7 Claims Reports

These reports assist FSSA in monitoring the Contractor's claims processing activities to ensure appropriate member access to services and payments to providers. The Contractor shall submit claims processing and adjudication data. The Contractor shall also identify specific cases and trends to prevent and respond to any potential problems relating to timely and appropriate claims processing.

9.8 CMS Reporting

The Contractor shall be required to submit data requested by the Centers for Medicare and Medicaid Services (CMS), including but not limited to all required MCE reporting obligations described in the CMS Special Terms and Conditions (STCs) for the State's waiver. For example, in addition to the specific reports described in the STCs, CMS often requests additional data and reports in advance of FSSA's monthly conference calls with CMS. In preparation for these calls, FSSA will ask the Contractor for data requested by CMS. The Contractor shall submit this data in the timeframe specified by FSSA.

9.9 Other Reporting

OMPP shall have the right to require additional reports to address program-related issues that are not anticipated at the Contract start date but are determined by FSSA to be necessary for program monitoring.

10. Failure to Perform/Non-compliance Remedies

10.1 Non-compliance Remedies

It is the State's primary goal to ensure that the Contractor is delivering quality care to members. To assess attainment of this goal, the State monitors certain quality and performance standards, and holds the Contractor accountable for being in compliance with Contract terms at all times. FSSA will work collaboratively with the Contractor to maintain and improve programs, and not to impair health plan stability.

In the event that the Contractor fails to meet performance requirements or reporting standards set forth in Exhibit 2.D, or the Contractor Reporting Manual, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies set forth in Exhibit 2.D. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance.

Notwithstanding the foregoing, any failure or delay on the part of the State in providing written notice or otherwise exercising any right, power or remedy under the Contract will not operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power, or remedy will preclude any other or further exercise of such right, power or remedy. Except as specifically set forth herein, the rights and remedies available pursuant to this Contract are cumulative in nature and not alternative. For example, if FSSA elects not to exercise a corrective action clause contained anywhere in the Contract in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

10.2 Evidence of Financial Responsibility

The State reserves the right to require a performance bond of standard commercial scope issued by a surety company registered with the IDOI or other evidence of financial responsibility to guarantee performance by the Contractor of its obligations under the Contract.

The State reserves the right to implement financial responsibility requirements if enrollment levels indicate the need to do so. If these requirements are implemented and default by the Contractor occurs, the State shall, in addition to any other remedies it may have under the Contract, obtain payment under the performance bond or other arrangement for the purposes of the following:

- Reimbursing the State for any expenses incurred by reason of a breach of the Contractor's obligations under the Contract, including, but not limited to, expenses incurred after termination of the Contract for reasons other than the convenience of the State.

- Reimbursing the State for costs incurred in procuring replacement services.

11. Termination Provisions

11.1 Contract Terminations

FSSA shall have the right to terminate the Contract, in whole or in part, due to the failure of the Contractor to comply with any substantive term or condition of the Contract, or failure to meet the applicable requirements of sections 1932, 1903(m) or 1905(t) of the Social Security Act, or take corrective action as required by FSSA to comply with the terms of the Contract. In the event the State terminates the Contract, members will be placed into a different health plan or be provided Medicaid benefits through other State Plan authority in accordance with 42 CFR 438.708, and sections 1903(m), 1905(t) and 1932 of the Social Security Act. The Contract between the parties may be terminated on the following basis listed below:

- By the Contractor, subject to the remedies listed in the Contract.

- By the State, in whole or in part, whenever the State determines that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure within thirty (30) calendar days after receipt of a notice specifying those conditions.

- By the State, in whole or in part, whenever, for any reason, the State determines that such termination is in the best interest of the State, with at least thirty (30) calendar days' prior notice to the Contractor. Such termination is referred to herein as "Termination for Convenience."

- By the State, in whole or in part, whenever funding from state, federal or other sources are withdrawn, reduced or limited, with sufficient prior notice to the Contractor.

- By the State, in whole or in part, whenever the State determines that the instability of the Contractor's financial condition threatens delivery of Medicaid services and continued performance of Contractor responsibilities.

The State will provide the Contractor with a pre-termination hearing prior to contract termination in accordance with 42 CFR 438.708 and 42 CFR 438.710(b). In accordance

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

with 42 CFR 438.710(b)(2), 42 CFR 438.722, section 1932(e)(4) of the Social Security Act and 42 CFR 438.10, the State will:

- Give the Contractor a written notice of its intent to terminate and the reason for the termination;
- Provide the Contractor with the time and place of the pre-termination hearing;
- Provide the Contractor written notice of the decision affirming or reversing the proposed termination of the Contract;
- Provide the effective date for Contract termination when decisions are affirmed;
- Give the enrollees of the Contractor notice of the State's intent and actual termination; and
- Inform enrollees of their options to disenroll immediately without cause and for receiving Medicaid services following the effective dates of termination.

11.1.1 Termination by the State for Contractor Default

The State may terminate the Contract, in whole or in part, whenever the State determines that the Contractor or a subcontractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure within thirty (30) calendar days, or such other reasonable period of time as specified in writing by the State, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by the State that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities, the Contractor shall be notified in writing, by either certified or registered mail, of the failure and of the time period which has been established to cure such failure. If the Contractor is unable to cure the failure within the specified time period, the State will notify the Contractor that the Contract, in full or in part, has been terminated for default.

If, after notice of termination for default, it is determined by the State or by a court of law that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control of, and without error or negligence on the part of, the Contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a Termination for Convenience, and the rights and obligations of the parties shall be governed accordingly.

In the event of termination for default, in full or in part, as provided under this clause, the State may procure, upon such terms and in such manner as is deemed appropriate by the State, supplies or services similar to those terminated, and the Contractor shall be liable for any costs for such similar supplies and services and all other damages allowed by law. In addition, the Contractor shall be liable to the State for costs incurred to procure such similar supplies or services as are needed to continue operations.

In the event of a termination for default prior to the start of operations, any claim the Contractor may assert shall be governed by the procedures defined in the Contract.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

In the event of a termination for default during ongoing operations, the Contractor will be paid for any outstanding capitation payments due, less any assessed damages.

In accordance with 42 CFR 438.700(b)(1)-(6), 42 CFR 438.726(b), 42 CFR 438.730(e)(1)(i), and section 1903(m)(5)(B)(ii) of the Social Security Act, the State will deny payments for new enrollees when, and for so long as, payment for those enrollees is denied by CMS based on the State's recommendation, when:

- The Contractor fails substantially to provide medically necessary services that the Contractor is required to provide, under law or under its Contract with the State, to an enrollee covered under the Contract.
- The Contractor imposes on enrollees premiums or charges that are in excess of the premiums or charges permitted under the Medicaid program.
- The Contractor acts to discriminate among enrollees on the basis of their health status or need for health care services.
- The Contractor misrepresents or falsifies information that it furnishes to CMS or to the State.
- The Contractor misrepresents or falsifies information that it furnishes to an enrollee, potential enrollee, or health care provider.
- The Contractor fails to comply with the requirements for QIPs, as set forth (for Medicare) in 42 CFR 422.208 and 42 CFR 422.210.

The State will deny payments for new enrollees when, and for so long as, payment for those enrollees is denied by CMS. CMS may deny payment to the State for new enrollees if its determination is not timely contested by the Contractor per 42 CFR 438.726(b) and 42 CFR 438.730(e)(1)(ii).

The rights and remedies of the State provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

11.1.2 Termination for Financial Instability

FSSA may terminate the Contract immediately upon the occurrence of any of the following events:

- The Contractor becomes financially unstable to the point of threatening the ability of the State to obtain the services provided for under the Contract;
- The Contractor ceases to conduct business in normal course;
- The Contractor makes a general assignment for the benefit of creditors; or
- The Contractor suffers or permits the appointment of a receiver for its business or assets.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

The State may, at its option, immediately terminate the Contract effective at the close of business on the date specified. In the event the State elects to terminate the Contract under this provision, the Contractor shall be notified in writing, by either certified or registered mail, specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately advise the Contract Administrator as specified in the Contract between the State and the Contractor. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the Contract.

11.1.3 Termination for Failure to Disclose Records

The State may terminate the Contract, in whole or in part, whenever the State determines that the Contractor has failed to make available to any authorized representative of the State, any administrative, financial and medical records relating to the delivery of services for which state Medicaid and/or CHIP program dollars have been expended.

In the event that the State terminates the Contract pursuant to this provision, the Contractor shall be notified in writing, either by certified or registered mail, either sixty (60) calendar days prior to or such other reasonable period of time prior to the effective date, of the basis and extent of the termination. Termination shall be effective as of the close of business on the date specified in the notice.

11.1.4 Termination by the Contractor

The Contractor shall give advance written notice of termination, or intent not to renew, to the State a minimum of one hundred and eighty (180) calendar days prior to termination. The effective date of the termination shall be no earlier than the last day of the month in which the one hundred and eightieth (180^{th}) day falls. Termination of the Contract by the Contractor is subject to damages listed in Section 11.4.

11.2 Termination Procedures

When termination is anticipated, FSSA shall deliver to the Contractor written notice of termination by certified or registered mail specifying the nature of the termination and the date upon which such termination becomes effective ("Notice of Termination"). Within ten (10) calendar days of receipt of the Notice of Termination, the Contractor shall develop and submit a written plan to termination ("Transition Plan") for FSSA's approval. The Transition Plan shall, at minimum address the following:

- Stopping work under the Contract, on the date and to the extent specified in the Notice of Termination.
- Placing no further orders or subcontracts for materials, services or facilities.
- Notifying all of the Contractor's members regarding the date of termination and the process by which members will continue to receive medical care. FSSA must approve all member notification materials in advance of distribution.
- Terminating all orders and subcontracts, to the extent that they relate to the performance of work terminated by the Notice of Termination.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Assigning activities to the State, its designee or successor contractor, in the manner and to the extent that they relate to the performance of work terminated by the Notice of Termination.

- Assigning to the State, its designee or successor MCE, in the manner and to the extent directed, all of the rights, titles and interests of the Contractor under the orders or subcontracts so terminated.

- With the approval of the State, settling outstanding liabilities and all claims arising out of such termination of orders and subcontracts.

- Within ten (10) business days from the effective date of the termination, transferring title to the State of Indiana (to the extent that title has not already been transferred) and deliver, in the manner and to the extent directed, all data, other information and documentation, in any form that relates to the work terminated by the Notice of Termination.

- Completing the performance of such part of work that has not been specified for termination by the Notice of Termination.

- Taking such action as may be necessary, or as the State may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the State has or may acquire an interest.

- Providing for all the Contractor's responsibilities set forth in Section 11.3 below.

The requirements listed above are illustrative only and do not limit or restrict the State's ability to require the Contractor to address additional issues in its Transition Plan.

The State shall withhold the Contractor's final capitation payment until the Contractor has 1) received FSSA approval of its Transition Plan and 2) completed the activities set forth in its Transition Plan, as well as any additional activities requested by FSSA, to the satisfaction of FSSA. Satisfactory completion of the Contractor's transition responsibilities pursuant to the FSSA-approved Transition Plan shall be made at the sole discretion of FSSA.

11.3 Contractor Responsibilities Upon Termination or Expiration of the Contract

Termination or expiration of the Contract does not discharge the obligations of the Contractor with respect to services or items furnished prior to termination or expiration of the Contract, including retention of records and verification of overpayments or underpayments. Termination or expiration of the Contract does not discharge the State's payment obligations to the Contractor or the Contractor's payment obligations to its subcontractors and providers. Upon termination or expiration of the Contract, the Contractor shall:

- Assist the State in taking the necessary steps to ensure a smooth transition of services after expiration or termination of the Contract.

- Provide a written Transition Plan for the State's approval in accordance with Section 11.2. In the event of Contract termination, the Transition Plan shall be due within ten (10) calendar days of receiving Notice of Termination from the State. In the event of Contract expiration, the Transition Plan shall be due at least one hundred and eighty (180) calendar days prior to expiration of the Contract. The Contractor will revise and resubmit the Transition Plan to the State on a regular basis, the frequency of which will be determined by the State.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Appoint a liaison for post-transition concerns

- Provide the State with all information requested by the State in the format and within the timeframes set forth by the State, which shall be no later than thirty (30) calendar days of the request, annual and lifetime benefit totals and member utilization of recommended preventive services.

- Assist the State and/or its subcontractors in FQHC/RHC settlement process for settlement periods prior to the day of termination or expiration of the Contract. Requested assistance may include but is not limited to data support for questions regarding FQHC/RHC claims data and reports and the submission of claims data files to the State and/or its vendors.

- Be financially responsible for all claims with dates of service through the day of termination or expiration of the Contract, including those submitted within established time limits after the day of termination or expiration of the Contract.

- Be responsible for submitting encounter data to the State for all claims incurred prior to the contract expiration date according to established timelines and procedures and for a period of at least fifteen (15) months after termination or expiration of the Contract.

- Be responsible for submitting all performance data with a due date following the termination or expiration of the Contract, but covering a reporting period prior to termination or expiration of the Contract, including but not limited to CAHPS, HEDIS, Reimbursement for FQHC and RHC Services and the Capitation Rate Calculation Sheet.

- Be responsible for resolving member grievances and appeals with respect to claims with dates of service prior to the day of contract expiration, including grievances and appeals filed on or after the day of Contract termination or expiration but with dates of service prior to the day of Contract termination or expiration.

- Be financially responsible for inpatient services for patients hospitalized on or before the day of Contract termination or expiration through the date of discharge, including the DRG payment and any outlier payments.

- Be financially responsible for services rendered through the day of termination or expiration of the Contract, for which payment is denied by the Contractor and subsequently approved upon appeal by the provider.

- Be financially responsible for member appeals of adverse decisions rendered by the Contractor concerning treatment of services requested prior to termination or expiration of the Contract which are subsequently upheld on behalf of the member after an appeal proceeding or after a FSSA Fair Hearing.

- Arrange for the orderly transfer of patient care and patient records to those providers who will assume care for the member. For those members in a course of treatment for which a change of providers could be harmful, the Contractor shall continue to provide services until that treatment is concluded or appropriate transfer of care can be arranged. The Contractor shall transfer all applicable clinical information on file, including but not limited to approved and outstanding prior authorization requests and a list of members in case or care management, to the State and/or the successor MCE at least fourteen (14) calendar days prior

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

to the day of termination or expiration of the Contract. A final file shall be provided within five (5) business days of the termination or expiration of the Contract.

- Notify all members about the Contract termination and the process by which members will receive medical care, at least sixty (60) calendar days in advance of the effective date of termination or Contract expiration. The Contractor shall be responsible for all expenses associated with member notification. FSSA shall approve all member notification materials in advance of distribution.

- Notify all providers about the Contract termination and the process by which members will continue to receive medical care, at least sixty (60) calendar days in advance of the effective day of termination or expiration of the Contract. The Contractor will be responsible for all expenses associated with provider notification. FSSA shall approve all provider notification materials in advance of distribution.

- Report any capitation or other overpayments made by the State to the Contractor within thirty (30) calendar days of discovery and cooperate with investigations by the State or its subcontractors into possible overpayments made during the contract term. The Contractor shall return any capitation or other overpayments, including those discovered after contract expiration, to the State within fourteen (14) calendar days of reporting the overpayment to the State.

- Coordinate the continuation of care for members who are undergoing treatment for an acute condition.

- Be responsible to submit the HEDIS Auditor Report listed in Section 9, in accordance with the applicable due date, and to participate in the External Quality Review, as required by 42 CFR 438.310-370, for the final year of the Contract.

- The State, CMS, the OIG, the Comptroller General, and their designees have the right to audit records or documents of the Contractor and their subcontractors for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later, per 42 CFR 438.3(h).

- Comply with any additional items the State required the Contractor to address in its Transition Plan.

The State shall have the right to withhold some or all retroactive capitation adjustment payments due and owing to the Contract in the event the Contractor fails to comply with the responsibilities set forth in this section, including its responsibilities related to data submission and support.

11.4 Damages

The Contractor acknowledges that any failure or unreasonable delay on its part in affecting a smooth transition will cause irreparable injury to the State, which may not be adequately compensable in damages. The Contractor acknowledges that the State has incurred substantial expenses in connection with the preparation and entry into the Contract, including expenses relating to training staff, data collection and processing, actuarial determination of capitation rates, and ongoing changes to the State's and its fiscal agent's management information systems. The Contractor further acknowledges and agrees that in the event the Contract is terminated prior to the end of the initial term or any renewal term, due to the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

actions of the Contractor or due to the Contractor's failure to fully comply with the terms and conditions of the Contract, the State will incur substantial additional expense in processing the disenrollment of all members and the related MIS changes, in effecting staffing changes, in procuring alternative health care arrangements for members, and in other areas unknown to the State at this time. The Contractor accordingly agrees that the State may, in such event, seek and obtain actual damages.

The remedies available to the State under this Agreement include but are not limited to:

- Obtaining payment under the performance bond or other arrangement set forth in Section 10.2; and

- Assessing actual damages measured by the cost to the State to transition members to other providers and/or another Contractor. This includes, but is not limited to, payments the State may make to other contractors to perform work related to the transition.

Payment of the performance bond or other arrangement established under Section 10.2 is due within ten (10) calendar days of the date of termination. Payment of liquidated damages is due within thirty (30) calendar days from the date of termination. Payment of actual damages is due within ten (10) calendar days of the Contractor's receipt of the State's demand for payment.

11.5 Assignment of Terminating Contractor's Membership and Responsibilities

If the Contract is terminated for any reason, the State may assign the Contractor's membership and responsibilities to one or more other MCEs who also provide services to the Hoosier Healthwise populations, subject to consent by the MCE that would gain the member enrollment.

In the event that FSSA assigns members or responsibility to another MCE, during the final quarter of the Contract, the Contractor will work cooperatively with, and supply program information to, any successor MCEs. Both the program information and the working relationship among the Contractor and successor MCEs will be defined by the State.

11.6 Refunds of Advanced Payments

The Contractor shall, within thirty (30) calendar days of receipt, return any funds advanced for coverage of members for periods after the date of termination of the Contract.

11.7 Termination Claims

If the Contract is terminated under this section, the Contractor shall be entitled to be paid a prorated capitation amount, determined by the State based on available information, for the month in which notice of termination was received for the service days prior to the effective date of termination. The Contractor will have the right of appeal, as stated under the subsection on Disputes in the Contract, of any such determination. The Contractor will not be entitled to payment of any services performed after the effective date of termination.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 2D
CONTRACT COMPLIANCE AND PAY FOR OUTCOMES – HOOSIER HEALTHWISE

Except as defined below or where the context requires otherwise, all capitalized terms shall have the meanings ascribed to them in the Contract.

Note that previous versions of this Exhibit that relate specifically to previous years (calendar years 2023, 2024, and 2025) exist. The specific final requirements for each of these specified years, will regulate the requirements and calculations applied to each of these previous periods, unless changes specifically addressing previous years are made.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

CONTRACT COMPLIANCE AND PAY FOR OUTCOMES – CALENDAR YEAR 2026

A. Contract Compliance

1. Non-compliance Remedies.

It is the State's primary goal to ensure that the Contractor and its subcontractors/vendors deliver quality care to members while maintaining the program integrity of the State of Indiana's Hoosier Healthwise program. To assess attainment of this goal, the State monitors certain quality and performance standards, and holds the Contractor accountable for being in compliance with Contract terms. FSSA accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability.

In the event that the Contractor and/or its subcontractors/vendors fail to meet performance requirements or reporting standards set forth in the Contract or other standards established by the State, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below or in this Contract. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance. The State will provide the Contractor with timely written notice before imposing any intermediate sanction (other than required temporary management) that explains the basis and nature of the sanction, and will include any appeal rights the State elects to provide, in accordance with 42 CFR 438.710(a)(1)-(2).

If FSSA elects not to exercise a corrective action clause contained anywhere in the Contract in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

2. Corrective Actions.

In accordance with 42 CFR 438, Subpart I, FSSA may require corrective action(s) when the Contractor has failed to provide the requested services. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

a. Written Warning: FSSA may issue a written warning and solicit a response regarding the Contractor's corrective action.
b. Formal Corrective Action Plan: FSSA may require the Contractor to develop a formal corrective action plan to remedy the breach. The corrective action plan must be submitted under the signature of the Contractor's chief executive and must be approved by FSSA. If the corrective action plan is not acceptable, FSSA may provide suggestions and direction to bring the Contractor into compliance.
c. Withholding Full or Partial Capitation Payments: FSSA may suspend capitation payments for the following month or subsequent months when the State determines that the Contractor is materially non-compliant. FSSA must give the Contractor written notice ten (10) business days prior to the suspension of capitation payments and specific reasons for non-compliance that result in suspension of payments. The State may continue to suspend all capitation payments until CMS or the State are satisfied that non-compliance issues are corrected and not likely to reoccur.
d. Suspending Auto-assignment: FSSA may suspend auto-assignment of members to the Contractor. The State may suspend all auto-assignment or may selectively suspend auto-assignment for a region or county. The State will notify the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Contractor in writing of its intent to suspend auto-assignment at least ten (10) business days prior to the first day of the suspension period. The suspension period may be for any length of time specified by the State. The State will base the duration of the suspension upon the nature and severity of the default and the Contractor's ability to cure the default.

e. Granting Members the Right to Disenroll Without Cause: The State may permit members the right to disenroll from the Contractor without cause.

f. Suspending All New Enrollments: The State may suspend all new enrollments to the Contractor after the date the Secretary or the State notifies the Contractor of a determination of a violation of any requirement under sections 1903(m) or 1932 of the Social Security Act.

g. Assigning the Contractor's Membership and Responsibilities to Another Contractor: The State may assign the Contractor's membership and responsibilities to one (1) or more other Contractors that also provide services to the Hoosier Healthwise population, subject to consent by the Contractor that would gain that responsibility. The State must notify the Contractor in writing of its intent to transfer members and responsibility for those members to another Contractor at least ten (10) business days prior to transferring any members. This option also includes permitting members the right to disenroll from the Contractor without cause.

h. Appointing Temporary Management of the Contractor's Plan: The State may assume management of the Contractor's plan or may assign temporary management of the Contractor's plan to the State's agent, in accordance with 42 CFR 438.706(a) and Section 1932 (e)(2)(B)(1) of the Social Security Act. Temporary management may be imposed if at any time the State determines that there is continued egregious behavior by the Contractor, there is substantial risk to enrollees' health, or the sanction is necessary to ensure the health of the Contractor's enrollees in one of two circumstances: while improvements are made to remedy violations that require sanctions, or until there is an orderly termination or reorganization of the Contractor. Temporary management will be imposed when the Contractor repeatedly fails to meet substantive requirements in section 1903(m) or 1932 of the Social Security Act or 42 CFR 438. The State may not delay the imposition of temporary management to provide a hearing and may not terminate temporary management until it determines that the Contractor can ensure the sanctioned behavior will not reoccur per 42 CFR 438.702 and Section 1932 (e)(2)(B)(ii) of the Social Security Act. If the State imposes temporary management because the Contractor has repeatedly failed to meet substantive requirements in sections 1903(m) or 1932 of the Social Security Act or 42 CFR 438, the State will notify affected enrollees of their right to terminate enrollment without cause in accordance with 42 CFR 438.706(b).

i. Contract Termination: The State reserves the right to terminate the Contract, in whole or in part, due to the failure of the Contractor to comply with any term or condition of this Contract, or failure to take corrective action as required by FSSA to comply with the terms of this Contract. The State must provide thirty (30) calendar days written notice and must set forth the grounds for termination.

The State may impose additional sanctions provided for under State statutes or regulations to address noncompliance per 42 CFR 438.702(b).

3. Liquidated Damages.

In the event that the Contractor fails to meet performance requirements or reporting standards set forth in the Contract, or other standards set forth by the State, it is agreed that damages shall be sustained by the State, and the Contractor shall pay to the State liquidated damages pursuant to this Contract, its actual damages, and/or penalties as expressly permitted under 42 USC Chapter Seven, Subchapter XIX, Section 1396u-2 (e).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

It is agreed that in the event of a failure to meet specified performance or reporting requirements subject to liquidated damages, it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain in the event of, and by reason of, such failure; and it is therefore agreed that the Contractor will pay the State for such failures according to the following subsections. No punitive intention is inherent in the following liquidated damages provisions.

FSSA may impose remedies resulting from failure of the Contractor to provide the requested services depending on the nature, severity, and duration of the deficiency. In most cases, liquidated damages will be assessed based on this Exhibit. Should FSSA choose not to assess damages for an initial infraction or deficiency, it reserves the right to require corrective action or assess damages at any point in the future.

The State shall notify Contractor of liquidated damages due and Contractor shall pay the State the full amount of liquidated damages due within ten (10) business days of receipt of the State's notice. The State may, in its sole discretion, elect at any time to offset any amount of liquidated damages due against capitation payments otherwise due Contractor pursuant to the Contract.

In the event liquidated damages are imposed under the Contract, the Contractor must provide FSSA with a formal corrective action plan, as well as monthly reports on the relevant performance metrics until such time as the deficiency is corrected for a period determined by the State.

4. Non-compliance with Reporting Requirements.

The MCE Reporting Manual, distributed following the Contract award and periodically thereafter, details the required formats, templates and submission instructions for the reports listed in the Contract. FSSA may change the frequency of required reports, or may require additional reports, at FSSA's discretion. The Contractor will be given at least thirty (30) calendar days' notice of any change to reporting requirements.

If the Contractor's non-compliance with the reporting requirements impacts the State's ability to monitor the Contractor's solvency, and the Contractor's financial position requires the State to transfer members to another Contractor, the State will require the Contractor to pay any difference between the capitation rates that would have been paid to the Contractor and the actual rates being paid to the replacement Contractor as a result of member transfer. In addition, the Contractor must pay any costs the State incurs to accomplish the transfer of members. Further, FSSA will withhold all capitation payments or require corrective action until the Contractor provides satisfactory financial data.

5. Performance and Reporting Requirements.

Minimum recommended sample sizes for Hybrid and Survey measures must be met. Any report which requires a minimum sample size (e.g., CAHPS, HEDIS) will be rejected if they do not meet the established minimum standards for sampling. If Contractor fails to submit any report by the required deadline or fails to utilize the required sample sizes, the Contractor may forfeit eligibility for participation in the pay for outcomes program as described in Section B of this Exhibit and the Contractor will be subject to corrective actions as set forth in Section A.2 of this Exhibit.

If Contractor fails to submit any report in the MCE Reporting Manual in a timely, complete or accurate manner (other than the HEDIS and CAHPS reports), Contractor shall pay liquidated damages of five thousand and two hundred dollars ($5,200) for each month each report (other than the HEDIS or CAHPS reports) is not submitted in a timely, complete, or accurate manner.

If Contractor fails to submit a HEDIS or CAHPS report that was based on the National Committee for Quality Assurance (NCQA) methodology for sampling data, Contractor shall pay liquidated

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

damages of five thousand and two hundred dollars ($5,200) for each month each report is not submitted in a timely, complete, or accurate manner.

Payment of liquidated damages does not relieve Contractor of its responsibility to provide complete and accurate reports required under the Contract.

6. Encounter Data Quality Report.

FSSA recognizes the importance of monitoring Contractor performance throughout the calendar year, and Contractor will be required to submit quarterly Encounter Data Quality reports to FSSA in a timely, complete and accurate manner, for the Hoosier Healthwise program in accordance with the reporting manual. Each quarterly report must include year-to-date information and must be verified to a degree of at least ninety-eight percent (98%) completeness for all claims (i.e., an incompleteness rate of no more than 2.0%). The Hoosier Healthwise Reporting Manual details the requirements for submission of Encounter Data Quality reports.

FSSA will use Contractor's encounter data, or other method of data completion verification deemed reasonable by FSSA, to verify the completeness of the Encounter Data Quality report in comparison to Contractor's encounter claims. FSSA reserves the right to change the method of data completion verification upon reasonable advance notice to the Contractor.

To the extent Encounter Data Quality submissions or underlying encounter data is used in a public report, it must be received by stated deadline in order to be published.

If, during any quarter after the first year of the Contract, Contractor fails to submit Encounter Data Quality reports to FSSA in a timely, complete and accurate manner, and does not meet the ninety-eight percent (98%) completeness threshold, the Contractor shall pay liquidated damages of forty-nine thousand and two hundred ($49,200), per quarter.

Payment of liquidated damages does not relieve Contractor of its responsibility to provide complete and accurate Encounter Data Quality reports required under the Contract.

7. Non-compliance with Shadow/Encounter Claims Submission Requirements.

Payment of liquidated damages as outlined below does not relieve Contractor of its responsibility to provide complete and accurate shadow/encounter claims required under the Contract.

a. Weekly Batch Submission.

The Contractor must submit at least one (1) batch of encounter data for paid and denied institutional, professional, and pharmacy claims in a standardized secure format, as specified by FSSA on a weekly basis. If, during any calendar month, Contractor fails to submit all encounter claims on a weekly basis when due, unless delay is caused by technical difficulties of FSSA or its designee, Contractor will pay liquidated damages in the amount of four thousand, eight hundred fifty dollars ($4,850) for each claim type for which shadow/encounter claims were not submitted in a timely manner.

b. Pre-cycle Edits.

For each weekly encounter claims batch submission, Contractor must achieve no less than a ninety-seven percent (97%) compliance rate with pre-cycle edits. The State will assess pre-cycle edit compliance based upon the average compliance rate of the weekly encounter claims batch submissions made during the calendar month and will calculate compliance separately for institutional, professional and pharmacy claims. If the average compliance rate is below ninety-seven percent (97%) for any type of shadow claim, Contractor shall pay liquidated damages in the amount of five thousand, four hundred

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

and sixty dollars ($5,460) for each deficient shadow claim type. Payment of liquidated damages does not relieve Contractor of its responsibility to provide complete and accurate shadow claims required under the Contract.

c. Prescription Drug Rebate File.

Contractor shall comply with the required layouts for submitting pharmacy claim extracts used to support federal drug rebate invoicing and collection. The frequency of file submissions and the content of the files supporting drug rebate invoicing and collection are defined by FSSA and pertain to all pharmacy claim transactions and medical claim transactions that contain physician administered drugs as set forth in Section 3.4 of the Scope of Work. Contractor shall provide this reporting to FSSA in the manner and timeframe prescribed by FSSA, including, but not limited to, through a rebate file to the State or its designee. For any instance in which the Contractor fails to provide required files for drug rebate purposes in a timely, accurate, or complete manner, the Contractor shall be responsible for interest, based on the interest calculation for late rebate payments methodology published by CMS, on delayed rebate money owed to the State. For example, if the Contractor fails to meet the FSSA established deadline for submission of the claim extracts and/or rebate file and the drug rebate contractor completes the quarterly drug rebate invoicing process without the Contractor's claim information for the invoicing quarter, the Contractor shall reimburse the State for interest on the rebate amount later calculated by the drug rebate contractor, for the period of delay in collecting the rebate amount. Such reimbursement shall be due within thirty (30) days of presentation of the interest calculation.

d. SUPDL Compliance Report.

The Contractor shall make all appropriate efforts to meet SUPDL adherence expectations for the Contract Year as set and if directed by FSSA, including but not limited to targets for specific classes. FSSA shall provide the Contractor with such SUPDL adherence targets at least annually. Such adherence targets may change during the Contract Year.

FSSA shall calculate, for SUPDL adherence targets, at least quarterly, whether the Contractor is on track to meet adherence targets for the Contract Year and provide the Contractor with a report showing the results.

FSSA annually shall calculate whether the Contractor met SUPDL adherence targets for the Contract Year and provide the Contractor with a report showing the results.

For SUPDL adherence calculations, FSSA shall use Encounter Data to determine the ratio of claims for Preferred products paid by the Contractor compared to claims for all products paid by the Contractor. The SUPDL calculation may be done at the therapeutic class level and be normalized for day supply.

If Contractor fails to meet SUPDL adherence targets, FSSA may assess a penalty equal to the number of prescriptions outside the target range times the average differential in rebate between a preferred product and a non-preferred product.

8. Network Access.

If FSSA determines that the Contractor has not met the network access standards established in the Contract, FSSA shall require submission of a Corrective Action Plan to FSSA within ten (10) business days following notification by the State. Determination of failure to meet network access standards shall be made following a review of the Contractor's Network Geographic Access Assessment Report. The frequency of required report submission shall be outlined in the Hoosier Healthwise MCE Reporting Manual. Contractor will pay liquidated damages in the amount of five

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

thousand, two hundred, and fifty dollars ($5,250) for each reporting period that the Contractor fails to meet the network access standards. Upon discovery of noncompliance, the Contractor shall be required to submit monthly Network Geographic Access Assessment Reports until compliance is demonstrated for sixty (60) consecutive days. FSSA may also require the Contractor to maintain an open network for the provider type for which the Contractor's network is non-compliant. Further, should Contractor be out of compliance for three (3) consecutive months as a result of failure to meet network access standards, FSSA shall immediately suspend auto-enrollment of members with the Contractor, until such time as Contractor successfully demonstrates compliance with the network access standards.

9. Marketing Violations.

Per 42 CFR 438.704(b)(1), if the Contractor distributes marketing materials that have not been approved by the State or that contain false or misleading information, either directly or indirectly through any agent or independent contractor, the State may impose a civil monetary penalty of up to $25,000 for each such distribution.

10. Member and Provider Communication and Education Violations.

Per 42 CFR 438.704(b)(1), if the Contractor misrepresents or falsifies information that it furnishes to a member, potential enrollee, or health care provider, the State may impose a civil monetary penalty of up to $25,000 for each instance of misrepresentation. In addition, FSSA reserves the right to require an immediate retraction or correction by the Contractor, in a format acceptable to FSSA. For illustration purposes only, a violation will be determined to exist if Contractor promulgated or distributed, directly or indirectly through any agent or independent contractor, member and or provider communication or education material that have not been approved by FSSA or those that have been approved by FSSA that Contractor identifies as that contain inaccurate, false or misleading information. For further illustration, a violation will be determined to exist if the Contractor distributes any member or provider communication, including member or provider letters, bulletins, alerts, press releases or other press communications, bulletins and forms, without prior approval by FSSA. For purposes of this Section, provider communications are limited to provider communications related to the Hoosier Healthwise program.

11. Claims Payment.

If Contractor fails to pay or deny ninety-eight per cent (98%) or more of any type of clean claims within the required timeframe, Contractor shall pay liquidated damages in the amount of five thousand, seven hundred dollars ($5,700) for each deficient claims type. For the purposes of this section, there are six claims types: professional paper claims, professional electronic claims, facility paper claims, facility electronic claims, pharmacy paper claims, and pharmacy electronic claims.

12. Provider Claim Disputes.

Contractor must resolve and respond to ninety-nine percent (99%) of provider informal claim disputes within thirty (30) calendar days of receipt of the dispute. The Contractor must resolve and respond to ninety-nine percent (99%) of provider formal disputes within forty-five (45) calendar days of the receipt of the dispute. For each quarter in which Contractor fails to provide and communicate a timely resolution on ninety-nine percent (99%) of informal and/or formal disputes, Contractor shall pay liquidated damages in the amount of two thousand, three hundred and ten dollars ($ 2,310).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

13. Readiness Review.

If Contractor fails to satisfactorily pass the readiness review at least thirty (30) calendar days prior to scheduled member enrollment (or other deadline as may be established at the sole discretion of the State), the State may delay member enrollment and/or may require other remedies (including, but not limited to Contract termination), and Contractor shall be responsible for all costs incurred by the State as a result of such delay.

In addition, for each business day that Contractor fails to submit readiness review processes beyond their expected due date, Contractor shall pay liquidated damages in the amount of five thousand, four hundred and fifty dollars ($5,450). Damages will be assessed each time the requirements are not met. In each instance that Contractor fails to submit substantially complete and accurate readiness review responses, Contractor shall pay liquidated damages in the amount of three thousand, fifty dollars ($3,050).

14. Member/Provider Helpline and Website Services.

There are twelve (12) separate measures that will equally apply to the Hoosier Healthwise Member/Provider Helpline and Website Metrics and the Pharmacy Helpline and Website Metrics Reports. For each instance in which FSSA finds the Contractor has failed to meet a metric for a given quarter, the Contractor shall pay liquidated damages in the amount of one thousand, four hundred and seventy dollars ($1,470) per quarter of non-compliance for each metric.

Helpline and Website Metrics: The twelve (12) metrics are as follows:

i. For any calendar month, at least ninety-seven percent (97%) of all phone calls to the Helpline must reach the call center menu within thirty (30) seconds or the prevailing benchmark established by NCQA.

ii. For any calendar month, at least eighty-five percent (85%) of all phone calls to an approved automated Helpline must be answered by a Helpline representative within thirty (30) seconds after the call has been routed through the call center menu. Answered means that the call is picked up by a qualified Helpline staff person.

iii. For any calendar month, at least ninety-five percent (95%) of all phone calls to an approved automated Helpline must be answered by a Helpline representative within sixty (60) seconds after the call has been routed through the call center menu. Answered means that the call is picked up by a qualified Helpline staff person.

iv. If Contractor does not maintain an approved automated call distribution system, for any calendar month, at least ninety-five percent (95%) of all phone calls to the Helpline must be answered within thirty (30) seconds.

v. For any calendar month, the busy rate associated with the Helpline shall not exceed zero percent (0%).

vi. Hold time shall not exceed one (1) minute in any instance, or thirty (30) seconds, on average.

vii. For any calendar month, the lost call (abandonment) rate associated with the Helpline shall not exceed five percent (5%).

viii. Contractor must maintain an answering machine, voice mail system, or answering service to receive calls to the Helpline that take place after regular

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

business hours. For any calendar month, one hundred percent (100%) of all after hours calls received must be returned or attempted to be returned within one (1) business day.

ix. Contractor must maintain a system to receive and address electronic inquiries via e-mail and through the member website. For any calendar month, one hundred percent (100%) of all electronic inquiries received must be responded to within one (1) business day.

x. Contractor's Helpline one hundred percent (100%) of operating hours must be properly equipped to accept calls including, without limitation, calls from members with limited English proficiency and calls from members who are deaf, hearing impaired or have other special needs.

xi. For any calendar month, eighty-five percent (85%) of all calls to the Helpline must be resolved during the initial call.

xii. Contractor must make pertinent information available to members and providers through an Internet website in an FSSA-approved format in accordance with the terms of the Contract. The website must be available for access by members no less than twenty-three and one-half (23.5) hours per day, on average.

15. Prior Authorization.

Contractor must respond to requests for authorization of services in the format and within the timeframes set forth in the Contract. For each quarter in which the Contractor fails to adjudicate ninety-eight percent (98%) or more of prior authorization requests within the required timeframes, Contractor shall pay liquidated damages in the amount of six thousand, six hundred and fifteen dollars ($6,615).

16. Member Grievances.

Contractor must resolve one hundred percent (100%) of member grievances within thirty (30) calendar days of receipt of the grievance. For each quarter in which in which Contractor fails to provide and communicate a timely resolution on one hundred percent (100%) of member grievances, Contractor shall pay liquidated damages in the amount of three thousand, one hundred and fifty dollars ($3,150).

17. Member Appeals.

Contractor must resolve one hundred percent (100%) of member appeals within thirty (30) calendar days of receipt of the appeal. For each quarter in which in which Contractor fails to provide and communicate a timely resolution on one hundred percent (100%) of member appeals, Contractor shall pay liquidated damages in the amount of two thousand, three hundred and ten dollars ($2,310). The Contractor must also provide a timely and satisfactory response to documentation required to facilitate member appeals in accordance with the FSSA Fair Hearing process. In addition, the Contractor shall provide a representative to participate in the FSSA fair hearing process to represent the State. For each instance in which the Contractor fails to either (i) provide a timely response to documentation required for the member appeal within the time frames set forth by FSSA, or (ii) upon adequate notice, represent the State at the FSSA fair hearing, Contractor shall pay liquidated damages in the amount of one thousand, one hundred dollars ($1,100).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

18. Provider Credentialing.

Contractor shall process all credentialing applications within thirty (30) calendar days of receipt of a complete application. If FSSA determines that the Contractor has not processed all credentialing applications in a timely manner, FSSA shall require submission of a formal Corrective Action Plan within ten (10) business days following notification by the State. Upon discovery of noncompliance, Contractor shall be required to submit monthly provider credentialing reports until compliance is demonstrated for sixty (60) consecutive days.

19. Complaints and Internet Quorum Inquiries.

The Contractor must resolve complaints and Internet Quorum (IQ) inquiries to FSSA's satisfaction, within the timeframes set forth by FSSA. Unless an alternative deadline is identified by FSSA for a specific IQ inquiry, IQ inquiries must be resolved in no more than five (5) business days. The Contractor may request additional time to respond, but FSSA is under no obligation to grant extensions. For each instance in which the Contractor fails to provide a timely or accurate response to complaints or IQ inquiries within the timeframes set forth by FSSA, Contractor shall pay liquidated damages in the amount of four hundred dollars ($400).

20. Plan Solvency.

If Contractor fails to meet solvency performance standards set forth below and as may be amended by the State, Contractor shall be subject to corrective actions as set forth in the Contract, including but not limited to Contract termination.

a. On a quarterly basis, current ratio (assets to liability) shall be greater than or equal to one (1).
b. On a quarterly basis, the number of day's cash on hand shall not be fewer than sixty (60) business days. FSSA reserves the right to adjust the required number of days of cash on hand based on historical Contractor performance and the ability of the Contractor to demonstrate solvency.
c. On a quarterly basis, days in unpaid claims shall not be greater than sixty-five (65) business days.
d. On a quarterly basis, days in claims receivables shall not be greater than thirty (30) business days.
e. On a quarterly basis, equity (net worth) shall be maintained at or above one hundred fifty dollars ($150) per member.

21. Non-compliance with General Contract Provisions.

The objective of this requirement is to provide the State with an administrative procedure to address issues where the Contractor is not compliant with the Contract. Through routine monitoring, the State may identify Contract non-compliance issues. If this occurs, the State will notify the Contractor in writing of the nature of the non-performance issue and the State may enforce any of the remedies listed in this Exhibit.

The State may enforce any of the remedies listed in this Exhibit if the Contractor fails to perform any contractual requirement including, but not limited to, the following:

- Fails substantially to provide medically necessary services that the Plan is required to provide, under law or under its Contract with the State, to a member (note that per 42 CFR 438.704(b)(1), the State may impose a civil monetary penalty of up to $25,000 for each failure to provide services, as well as enforcing any of the remedies listed in Section A.2 above);

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

- Imposes on members premiums or charges that are in excess of the premiums or charges permitted under the Hoosier Healthwise Program (note that per 42 CFR 438.704(c), the State may impose a civil monetary penalty of up to $25,000 or double the amount of the excess charges (whichever is greater), as well as enforcing any of the remedies listed in Section A.2 above);
- Acts to discriminate among members on the basis of their health status or need for health care services, such as unlawful termination or refusal to re-enroll a member or engaging in any practice that would reasonably be expected to discourage enrollment by a potential enrollee whose medical condition or history indicates probable need for substantial future medical services (note that per 42 CFR 438.704(b)(2) and (3), the State may impose a civil monetary penalty of up to $100,000 for each determination of discrimination, the State may impose a civil monetary penalty of up to $15,000 for each individual the Contractor did not enroll because of a discriminatory practice, up to the $100,000 maximum, and/or enforce any of the remedies listed in Section A.2 above);
- Misrepresents or falsifies information that it furnishes to CMS or to the State (note that per 42 CFR 438.704(b)(2), the State may impose a civil monetary penalty of up to $100,000 for each instance of misrepresentation, as well as enforcing any of the remedies listed in Section A.2 above);
- Misrepresents or falsifies information that it furnishes to a member, potential enrollee, or health care provider (note that per 42 CFR 438.704(b)(1), the State may impose a civil monetary penalty of up to $25,000 for each instance of misrepresentation, as well as enforcing any of the remedies listed in Section A.2 above);
- Fails to comply with the requirements for physician incentive plans, as set forth in 42 CFR 422.208 and 422.210 (note that per 42 CFR 438.704(b)(1), the State may impose a civil monetary penalty of up to $25,000 for each failure to comply, as well as enforcing any of the remedies listed in Section A.2 above); or
- Has violated any of the other applicable requirements of sections 1903(m) or 1932 of the Act and any implementing regulations.

22. Other Non-Performance.

If Contractor fails to meet the other performance standards set forth in the Contract, Contractor shall be subject to corrective actions or other remedies as set forth in this Exhibit.

23. Restoring Operations Following a Disaster.

Contractor is responsible for executing all activities needed to recover and restore operation of information systems, data and software at an existing or alternate location under emergency conditions within twenty-four (24) hours of identification of a disaster. If the Contractor's failure to restore operations requires the State to transfer members to another Contractor, to assign operational responsibilities to another Contractor or the State is required to assume the operational responsibilities, the State will require the Contractor to pay any difference between the capitation rates that would have been paid to the Contractor and the actual rates being paid to the replacement Contractor. In addition, the Contractor must pay any costs the State incurs associated with the Contractor's failure to restore operations following a disaster, including but not limited to costs to accomplish the transfer of members or reassignment of operational duties.

24. Advanced Notice of System Upgrades and Replacements.

Contractor shall notify FSSA at least thirty (30) calendar days prior to the installation or implementation of minor software and hardware changes, upgrades, modifications or replacements and at least ninety (90) calendar days prior to the installation or implementation of major software or hardware changes, upgrades, modifications or replacements as defined in

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Section 8 of the Scope of Work. Contractor will be subject to corrective actions as set forth in Section A.2 of this Exhibit for failure to provide advanced notice in the required timeframe and may be required to delay implementation of the planned upgrade, modification or replacement.

25. Health Insurance Portability and Accountability Act (HIPAA) and Security Breaches.

Contractor shall notify FSSA within one (1) business day upon discovery of a HIPAA, 42 CFR Part 2, or other security breach. Contractor shall be subject to corrective actions as set forth in Section A.2 of this Exhibit for failure to provide advanced notice in the required timeframe and must pay any costs the State incurs as a result of the violation.

26. Notification of System Outages.

Contractor shall notify FSSA, at minimum, within two (2) hours of discovery of a disaster or other disruptions in its normal business operations. Contractor will be subject to corrective actions as set forth in Section A.2 of this Exhibit for failure to provide notification within two (2) hours of discovery.

27. Corrective Action Plan Response.

If Contractor fails to provide a timely and acceptable corrective action plan or comply with corrective action plans as required by the State, Contractor shall pay liquidated damages in the amount of four hundred dollars ($400) per day for a late corrective action plan response, two thousand, three hundred and ten dollars ($2,310) for failure to provide an acceptable corrective action plan response, and four hundred dollars ($400) per day for failure to comply with an accepted corrective action plan response.

28. FSSA Required Trainings.

The Contractor shall ensure that any MCE staff member given a FSSA email completes all FSSA required trainings. Unless an alternative deadline is identified by FSSA for a specific training, all FSSA required trainings must be completed by its respective due date. The Contractor may request additional time to complete but FSSA is under no obligation to grant extensions.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

B. Pay for Outcomes Program

1. Program Establishment and Eligibility.

FSSA has established a pay for outcomes program under which Contractor may receive additional compensation if certain conditions are met. The state encourages plans to share earned incentive payments with members and providers. The compensation under the pay for outcomes program is subject to Contractor's complete and timely satisfaction of its obligations under the Contract. This includes but is not limited to timely submission of the Contractor's HEDIS Report for the measurement year and the Certified HEDIS Compliance Auditor's attestation, as well as timely submission of the reports listed in Section A.5 of this Exhibit. In furtherance of the foregoing and not by limitation, the Contractor may, in FSSA's discretion, lose eligibility for its compensation under the pay for outcomes program if:

a. FSSA has suspended, in whole or in part, capitation payments or enrollment to the Contractor;
b. FSSA has assigned, in whole or in part, the membership and responsibilities of Contractor to another participating managed care plan contractor;
c. FSSA has assumed or appointed temporary management with respect to the Contractor;
d. The Contract has been terminated;
e. The Contractor has, in the determination of the Director of the Office of Medicaid Policy and Planning, failed to execute a smooth transition at the end of the Contract term, including failure to comply with the MCE responsibilities set forth in the Scope of Work; or
f. Pursuant to the Contract, including without limitation this Exhibit, FSSA has required a corrective action plan or assessed liquidated damages against Contractor in relation to its performance under the Contract during the measurement year.

FSSA may, at its option, reinstate Contractor's eligibility for participation in the pay for outcomes program once Contractor has properly cured all prior instances of non-compliance of its obligations under the Contract, and FSSA has satisfactory assurances of acceptable future performance.

In accordance with 42 CFR 438.6(b)(2)(i)-(iv), withhold and incentive arrangements are for a fixed period of time and are measured during the rating period under the Contract in which the arrangements are applied. Withhold and incentive arrangements are not renewed automatically, are available to both public and private contractors under the same terms of performance, and do not condition Contractor participation in the incentive arrangement on the Contractor entering into or adhering to intergovernmental transfer agreements. All withhold and incentive arrangements are necessary for the specified activities, targets, performance measures, or quality based outcomes that support program initiatives as specified in the State's quality strategy in accordance with 42 CFR 438.6(b)(2)(v), 42 CFR 438.6(b)(3)(i)-(v), and 42 CFR 438.340.

2. Incentive Payment Potential.

a. Withhold.

During each measurement year, FSSA will withhold a portion of the approved capitation payments from Contractor as follows:

Year 1, 2023 – one point eight zero percent (1.80%)

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Year 2, 2024 – one point eight five percent (1.85%)
Year 3, 2025 – one point nine zero percent (1.90%)
Year 4, 2026 – one point nine five percent (1.95%)
Year 5, 2027 – two point zero percent (2.00%)
Year 6, 2028 – two point one zero percent (2.10%)

Capitation payments will be withheld separately for the Contractor's Hoosier Healthwise line of business. Contractor shall be eligible to receive some or all of the withheld funds based on Contractor's performance in the areas outlined in Section B.4.a of this Exhibit. Withhold payments will be calculated as set forth in Section B.4.a, of this Exhibit. The State reserves the right to adjust performance measures and targets in future Contract years.

3. Outcome Measures and Incentive Payment Structure.

The outcome measures, targets, and incentive payment opportunities are outlined below. The outcome measures and targets are based on the priority areas established by FSSA and data available in year one (1) of the Contract. Performance measures and targets may change on a year-to-year basis as program priorities shift and as necessary to support continuous quality improvement. Outcome measures and priorities may change with the findings of the annual External Quality Review. Note that if a performance measure is retired during the course of a year, the State, at its sole discretion and in consultation with the Contractor, may replace the performance measure for that performance period. Performance measures and targets applicable during subsequent years of the Contract will be established annually by FSSA and reflected in an amendment to the Contract.

4. Performance Measures and Incentive Payment Structure.

Contractor performance shall be calculated based on care delivered during the calendar year. The State reserves the right to make incentive payments, for any measure, be conditioned upon Contractor substantially maintaining or improving Contractor's outcome on that individual measure from the previous year. If the State exercises this right, the Contractor will be eligible for incentive payments if Contractor outcomes on individual measures for a certain year decline from the previous year's outcomes by a de minimis amount defined by FSSA for each measure. Future incentive payments for any measure may be conditioned upon Contractor maintaining or improving Contractor's outcome from the prior year.

Measures will be paid based on custom specifications and performance will be determined by FSSA or its designee. Contractor shall submit information to FSSA, in the format and detail specified by FSSA, with respect to each performance measure set forth below. Any data received after the required submission date will not be eligible for an incentive payment.

The amount of performance withhold at risk for pay for outcomes measures will be established for the first year (2023) and any changes year over year will be at the sole discretion of the State based on determined priorities.

For each performance measure, it is anticipated that there will be three (3) tiers of withhold available to be earned. Rates will be set based upon the priority measure for the Contractor to earn fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of the amount of the Performance Withhold at risk. Contractor is eligible to receive its incentive payment based on measurement year rate regardless of prior year performance.

a. Incentive Payments – Withholds – Hoosier Healthwise.

The following incentives are payable in the form of release of funds withheld. For purposes of this subsection only, the amount withheld shall be referred to as the

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

"Performance Withhold." The amount of the Performance Withhold at risk varies by measure. The amounts of Performance Withhold at risk listed below are rounded to the nearest hundredth decimal point.

i. ***Health Plan Star Rating.*** NCQA annually rates accredited health plans with an overall Star Rating (1-5) based on three quality categories: clinical measures, patient experience, and review of the health plan's health quality processes. Contractor's performance in the annual NCQA Star Rating will be utilized as one component of the Pay for Outcomes program.

Amount of Performance Withhold at risk: 40%

If Contractor's 2027 (HEDIS® MY2026 and CAHPS MY2026) NCQA Medicaid HMO Health Plan Star Rating is at least a 3.5 Star, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2027 (HEDIS® MY2026 and CAHPS MY2026) NCQA Medicaid HMO Health Plan Star Rating is at least a 4.0 Star, Contractor is eligible to receive an incentive payment equal to eighty percent (80%) of the amount of the Performance Withhold at risk.

If Contractor's 2027 (HEDIS® MY2026 and CAHPS MY2026) NCQA Medicaid HMO Health Plan Star Rating is a 4.5 Star or above, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

ii. ***Depression Screening and Follow-Up for Adolescents (HEDIS ® DSF-E).*** The percentage of persons 12 years and older who were screened for clinical depression using a standardized instrument and, if screened positive, received follow-up care. The age group to be assessed for this measure is 12-17 years old only. Two measures are reported:

- Measure 1: Depression Screening. The percentage of persons who were screened for clinical depression using a standardized instrument.
- Measure 2: Follow-Up on Positive Screen. The percentage of persons who received follow-up care within 30 days of a positive depression screen finding.

Measure 1 will be paid out as described below
Amount of Performance Withhold at risk: 5%

If Contractor's 2026 measurement year rate for the depression screening is at or above the 75th percentile and below the 90th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to twenty-five percent (25%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate for the depression screening is at or above the 90th percentile and below the 95th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate for the depression screening

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

is at or above the 95th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

Measure 2 will be paid out as described below
Amount of Performance Withhold at risk: 5%

If Contractor's 2026 measurement year rate for the follow up on a positive screen is at or above the 75th percentile and below the 90th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to twenty-five percent (25%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate for the follow up on a positive screen is at or above the 90th percentile and below the 95th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate for the follow up on a positive screen is at or above the 95th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk

iii. ***Follow-up Care for Children Prescribed ADHD Medication (HEDIS ® ADD-E).*** The percentage of persons newly prescribed attention-deficit/hyperactivity disorder (ADHD) medication who had at least three follow-up care visits within a 300-day (10 month) period, one of which was within 30 days of when the first ADHD medication was dispensed. Two measures are reported:

- Measure 1: Initiation Phase. The percentage of persons 6–12 years of age with a prescription dispensed for ADHD medication who had one follow-up visit with a practitioner with prescribing authority during the 30-day initiation phase.
- Measure 2: Continuation and Maintenance (C&M) Phase. The percentage of persons 6–12 years of age with a prescription dispensed for ADHD medication, who remained on the medication for at least 210 days and who, in addition to the visit in the initiation phase, had at least two follow-up visits with a practitioner within 270 days (9 months) after the initiation phase ended.

Measure 1 will be paid out as described below:
Amount of Performance Withhold at risk: 5%

If Contractor's 2026 measurement year rate for the initiation phase is at or above the 50th percentile and below the 75th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement rate for the initiation phase is at or above the 75th percentile of NCQA 2027 Quality Compass, Contractor is eligible

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

Measure 2 will be paid out as described below:
Amount of Performance Withhold at risk: 5%

If Contractor's 2026 measurement year rate for the continuation and maintenance phase is at or above the 50th percentile and below the 75th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement rate for the continuation and maintenance phase is at or above the 75th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

iv. ***Postpartum Depression Screening and Follow-up (HEDIS ® PDS-E)***

The percentage of deliveries in which persons were screened for clinical depression during the postpartum period, and if screened positive, received follow-up care. Two measures are reported:.

- Measure 1: Depression Screening. The percentage of deliveries in which persons were screened for clinical depression using a standardized instrument during the postpartum period.
- Measure 2: Follow-Up on Positive Screen. The percentage of deliveries in which persons received follow-up care within 30 days of a positive depression screen finding.

Measure 1 will be paid out as described below:
Amount of Performance Withhold at risk: 5%

If Contractor's 2026 measurement year rate for the depression screening is at or above the 50th percentile and below the 75th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate for the depression screening is at or above the 75th percentile and below the 90th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy-five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate for the depression screening is at or above the 90th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

Measure 2 will be paid out as described below:

Amount of Performance Withhold at risk: 5%

If Contractor's 2026 measurement year rate for the follow up on a

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

positive screen is at or above the 50th percentile and below the 75th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate for the follow up on a positive screen is at or above the 75th percentile and below the 90th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy-five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate for the follow up on a positive screen is at or above the 90th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk

v. ***Childhood Immunization Status (HEDIS ® CIS – Combo 7).*** The Advisory Committee on Immunization Practices (ACIP) recommends four diphtheria, tetanus and acellular pertussis (DTaP); three polio (IPV); one measles, mumps and rubella (MMR); three haemophilus influenza type B (HiB); three hepatitis B (HepB), one chicken pox (VZV); four pneumococcal conjugate (PCV); one hepatitis A (HepA); two or three rotavirus (RV); and two influenza (flu) vaccines by age 18 months. Contractor reported data will assess the Combo 7 metric which is the percentage of children who have received the recommended combination of DTaP, IPV, MMR, Hib, HepB, VZV, PCV, HepA, and RV vaccines by their second birthday. This combination does not include the flu vaccination.

Amount of Performance Withhold at risk: 10%

If the Contractor's 2026 measurement rate is at or above the 50th percentile and below the 75th percentile of the NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withold at risk.

If the Contractor's 2026 measurement rate is at or above the 75th percentile and below the 90th percentile of the NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy-five percent (75%) of the amount of the Performance Withold at risk.

If the Contractor's 2026 measurement rate is at or above the 90th percentile of the 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

vi. ***Immunizations for Adolescents (HEDIS ® IMA - Combo 1).*** This combination measures the percentage of persons 13 years of age who had one (1) dose of meningococcal vaccine and one (1) dose of tetanus, diphtheria toxoids and acellular pertussis (Tdap) vaccine on or between the member's 10th and 13th birthdays.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Amount of Performance Withhold at risk: 10%

If Contractor's 2026 measurement year rate is at or above the 50th percentile and below the 75th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate is at or above the 75th percentile and below the 90th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy-five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2026 measurement year rate is at or above the 90th percentile of NCQA 2027 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

vii. ***Completion of Health Needs Screenings for New Members.***

Administrative reporting for completion of health needs screenings defined in the reporting template as "% Screened (all except Terminated)." It is the calculation of the percentage of newly enrolled MCE members, net of terminated members that have had a health needs screening completed within ninety (90) days.

Amount of Performance Withhold at risk: 10%

If Contractor's 2025 measurement year rate is at or above fifty-five percent (55%) screened and below sixty-five percent (65%) screened, Contractor is eligible to receive an incentive payment equal to twenty five percent (25%) of the amount of the Performance Withhold at risk.

If Contractor's 2025 measurement year rate is at or above sixty-five percent (65%) screened and below seventy-five percent (75%) screened, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2025 measurement year rate is at or above seventy-five percent (75%) screened, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

5. Timing of Payments.

a. Performance Outcomes and Targets.

FSSA will make its best efforts to distribute a report identifying Contractor's performance for the calendar year before the end of the first quarter of the calendar year following the close of the HEDIS cycle for each outcome measure identified in Sections B.4 and B.5. FSSA will make its best efforts to distribute payment to Contractor, subject to Section B.8 below, by March 31. For example, for a pay for performance measure for year 2024, the Contractor would be paid by the end of the first quarter 2026.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

6. Conditions to Incentive Payments.

FSSA will not have any obligation to distribute the Contractor's incentive payment to Contractor if FSSA has made a determination that Contractor is not eligible to participate in the pay for performance program, as described in Section B.1. The State encourages plans to share earned incentive payments with members and providers.

7. Disposition of Undistributed Incentive Payment Funds.

In the event the maximum amount of the incentive payment funds available to all managed care plan contractors is not earned and distributed based on the performance of Contractor and/or other managed care plan contractors, FSSA will retain the difference (hereinafter referred to as the "undistributed incentive payment funds"). The undistributed incentive payment funds, which may include unearned withhold funds forfeited by other managed care plan contractors, may be available to Contractor to fund all or a portion of quality improvement initiatives proposed by Contractor, subject to the conditions set forth by OMPP for priorities identified in the OMPP Quality Strategy Plan. Such quality improvement initiatives may include, but are not limited to, healthcare IT initiatives (such as but not limited to incentives for provider adoption of electronic health records, e-prescribing and/or data sharing with the Indiana Health Information Exchange or other regional health information exchanges); cost and quality transparency initiatives; number of provider and member complaints handled; overall HEDIS scores; PMP access; behavioral health and physical health integration initiatives; timeliness of claims payment; and clinical initiatives.

The Director of the Office of Medicaid Policy and Planning must approve requests for any initiatives proposed to earn undistributed incentive payment funds.

FSSA has full discretion to determine whether and the extent to which any such distributions will be made and the FSSA may choose not to award undistributed incentive payment funds.

8. Non-Financial Incentives.

In addition to the potential to earn incentive payments based on performance in the identified areas, FSSA may establish other means to incent performance improvement.

FSSA retains the right to publicly report Contractor performance. Information which may be provided in public reports includes but is not limited to Contractor's audited HEDIS report, Contractor's Consumer Assessment of Healthcare Providers and Systems (CAHPS) data, and information based on Encounter Data Quality submission or underlying encounter data submitted by Contractor. FSSA intends to distribute information on key performance indicators to participating managed care plan contractors and the public on a regular basis, identifying Contractor's performance, and comparing that performance to other managed care plan contractors, standards set by FSSA and/or external benchmarks or industry standards. FSSA may recognize managed care plan contractors that attain superior performance and/or improvement by publicizing their achievements. For example, FSSA may post information concerning exceptional performance on its website, where it will be available to both stakeholders and members of the public. To the extent data is used in a public report, it must be received by stated deadline in order to be published.

In year two (2) of the Contract, FSSA intends to include Contractor quality and performance indicators on materials distributed to potential members to facilitate MCE selection. The State reserves the right to develop a rating system advertising Contractor performance on areas such as consumer satisfaction, network access and quality improvement.

Following the initial year of the Contract, after which sufficient quality data is anticipated to be available, the State seeks to reward high performing MCEs through the auto-assignment logic. For example, in developing the auto-assignment methodology, the State reserves the right to consider factors such as Contractor performance on clinical quality outcomes as reported through HEDIS data, enrollee satisfaction as delineated through the CAHPS survey results, network access and other outcome measures.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 5D
CONTRACT DEFINITIONS

Listed below are definitions and acronyms used in Indiana managed care Contracts. The following terms, when used in a contract, shall be construed and/or interpreted as follows, unless the context expressly requires a different construction and/or interpretation. In the event of a conflict in language between these Definitions, Attachments, and other sections of the Contract, the specific language in the Contract shall govern. In addition to these definitions, see Indiana Law: IC 12-7-2 Chapter 2. Definitions.

Abuse - Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes recipient practices that result in unnecessary cost to the Medicaid program (see 42 CFR 455.2).

Actuary - An individual who meets the qualification standards established by the American Academy of Actuaries for an actuary and follows the practice standards established by the Actuarial Standards Board. An actuary develops and certifies the capitation rates [42 CFR 438.2].

Adjudicated Claim - A claim that has been received and processed by the Contractor which resulted in a payment or denial of payment.

Administrative Cost - All costs to the Contractor related to the administration of this Contract that are non-medical in nature.

Adverse Benefit Determination - As defined in 42 C.F.R. §438.400(b).

Affiliate - Any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership, and limited liability partnership), limited liability company, joint venture, business trust, association or other entity or organization that now or in the future directly or indirectly controls, is controlled by, or is under common control with the Contractor.

Agency review - A post-hearing process conducted by the FSSA Office of Hearings and Appeals to determine whether the appeal process was properly conducted.

Agent - Any individual who has been delegated the authority to obligate or act on behalf of a provider. [42 CFR 455.101]

Aligned Enrollment - Refers to enrollment in a Dual Eligible SNP of full-benefit Dual Eligible Beneficiaries whose Medicaid benefits are covered under the Contractor's Medicaid contract and the Dual Eligible D-SNP's MA organization, the D-SNP's parent organization, or another entity that is owned and controlled by the D-SNP's parent organization.

Americans with Disabilities Act (ADA) - Public Law 101-336. The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. It also mandates the establishment of TDD/telephone relay services.

American Indian or Alaska Native (AI/AN) enrollee - Any AI/AN individual eligible for services from an Indian health care provider.

Appeal - Per 42 CFR §438.400(b), a request for a review of an adverse benefit determination. An appeal is a special kind of complaint a member may make if they disagree with a decision to deny a request for health care services or payment for services they've already received. A member may also make a complaint if they disagree with a decision to stop services that they are receiving. For example, a member may ask for an appeal if Medicare doesn't pay for an item or

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

service they think they should be able to get. There is a specific process that a member's health plan must use when they ask for an appeal.

APS - Indiana's Adult Protective Services.

Area Agencies on Aging – Not-for-profit agencies around the state that provide case management, information and referrals to various services for persons who are aging or developmentally disabled.

Assessment - An analysis of a patient's needs to determine which services shall be provided to the patient.

Auto-assignment - Process that automatically assigns a managed care member to an MCE if the member does not select an MCE within the allotted time frame.

Behavioral Health Services – Mental health and/or substance abuse services collectively.

Benefit Appeal – As distinguished from an Eligibility Appeal, a "Benefit Appeal" concerns an enrollee's request to contest a Contractor's adverse benefit determination by receiving a State Fair Hearing (SFH).

Benefits - The package of health care services, including physical health and behavioral health, that define the covered services available to enrollees assigned to the Contractor pursuant to the Contract with Indiana.

Breach (with respect to Protected Health Information (PHI)) - The acquisition, access, use, or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information.

Business Day - Monday through Friday, except for State of Indiana holidays.

CAHPS (Consumer Assessment of Healthcare Providers and Systems) - Patient experience surveys that ask patients (or in some cases their families) about their experiences with, and ratings of, their health care providers and plans, including hospitals, home health care agencies, doctors, and health and drug plans, among others.

Capitation Rate - The amount established as a fixed monthly payment per person, for which the Contractor provides a full range of covered services, pursuant to the rate setting methodology described in Exhibit 6.C of this Contract.

Care Coordinator - An individual meeting Indiana required residential, education, and/or experience requirements that is assigned to every member with the primary responsibility for coordination of the member's physical and behavioral health services.

Care Management - A level of direct-contact services tailored to the member that is intended to provide members with assistance with care coordination activities, making preventive care appointments, and/or accessing care for needed health or social services to address a member's chronic health condition(s). Care Management entails a purposeful plan to reach members and impact their health and health care utilization and to coordinate all services provided to members.

Carved-out Services - As defined by the State, include services that are carved out of managed care program coverage, meaning that they are the financial responsibility of the State to provide to managed care members via fee-for-service (FFS) Medicaid benefits. This definition also includes services that could potentially require a managed care member to be disenrolled from a managed care plan and instead be reenrolled into traditional Medicaid to obtain the FFS benefit.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 5D
CONTRACT DEFINITIONS

CFR - Code of Federal Regulations. - The general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.

Choice Counseling - The provision of information and services designed to assist beneficiaries in making enrollment decisions; it includes answering questions and identifying factors to consider when choosing among MCEs and PCPs. Choice counseling does not include making recommendations for or against enrollment into a specific MCE. [42 CFR 438.2]

Claim Dispute - A dispute, filed by a provider or Contractor, whichever is applicable, involving a payment of a claim, denial of a claim, imposition of a sanction or reinsurance.

Clean Claim - A claim received by the Contractor or adjudication that requires no further information, adjustment, or alteration by the provider of the services to be processed and paid.

Clinical Practice Guidelines – Systematically developed tools or standardized specifications for care to assist practitioners and patient decisions about appropriate care for specific clinical circumstances. Such guidelines are typically developed through a formal process and are based on authoritative sources that include clinical literature and expert consensus.

CMS – Centers for Medicare & Medicaid Services - The federal agency within the United States Department of Health and Human Services (HHS), which administers the Medicare (Title XVIII) and Medicaid (Title XIX) programs, and the State Children's Health Insurance Program (Title XXI).

Co-insurance - The portion of an allowed charge that a member would be required to pay for a covered medical service after the deductible has been met if the member did not have Medicaid coverage. The co-insurance or a percentage amount is paid by the Medicaid if the member is eligible for Medicaid.

Community Health Worker (CHW) - A person who meets the certification or experience qualifications required by the State to provide coordination of care and patient education services and care coordination in clinic and community settings for the purpose of disease prevention, promoting health, and increasing access to health care for individuals and their communities.

Consumer-Directed Worker - An individual who has been hired by a member participating in consumer direction or his/her representative to provide one or more eligible home and community-based services to the member. Does not include an employee of an agency that is being paid by a Contractor to provide services to the member.

Contractor - A managed care entity (MCE) organization or entity that has a prepaid capitated contract with the State of Indiana to provide goods and services to members either directly or through subcontracts with providers, in conformance with contractual requirements and State and Federal law, rule, regulations, and policies.

Convicted - A judgment of conviction has been entered by a Federal, State, or local court, regardless of whether an appeal from that judgment is pending.

Copayment or Copay - Per IC 27-13-1-8, copayment means an amount, or a percentage of the charge, that an enrollee must pay to receive a specific service that is not fully prepaid.

Corrective Action Plan (CAP) - A written work plan that identifies the root cause(s) of a deficiency, includes goals and objectives, actions/tasks to be taken to facilitate an expedient return to compliance, methodologies to be used to accomplish CAP goals and objectives, and staff responsible to carry out the CAP within established timelines. CAPs are generally used to improve performance of the Contractor and/or its providers, to enhance Quality

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Management/Process Improvement activities and the outcomes of the activities, or to resolve a deficiency.

Cost Avoidance - The process of identifying and utilizing all confirmed sources of first- or third-party benefits before payment is made by the Contractor.

Covered Services – Pursuant to this contract, services individuals in this program will receive include all traditional Medicaid services. A limited number of services are carved out of the capitated arrangement. Also see Benefits.

Credentialing - The process of obtaining, verifying, and evaluating information regarding applicable licensure, accreditation, certification, educational and practice requirements to determine whether a provider has the required credentials to deliver specific covered services to members.

Crisis Service - a DMHA defined service that is available at short notice to help members resolve a mental health, substance use, and/or suicide-related emergency or to support members while it is happening. These services can range from 24/7 warm lines or crisis hotlines to mobile crisis response and stabilization teams and acute crisis stabilization centers.

Cultural Competency - The ability for the Contractor, healthcare professionals, and social support providers to demonstrate cultural competence toward members/patients with diverse values, beliefs, and feelings that allows for a process that includes consideration of the individual social, cultural, and psychological needs of patients for effective cross-cultural communication with their health care providers in order to reduce health disparities and to provide optimal care to patients regardless of their race, gender, ethnic background, native languages spoken, and religious or cultural beliefs.

Days – Calendar days unless otherwise specified.

Deductible - For health insurance, the amount a person must pay toward medical expenses before insurance plan begins paying.

Development Disability - A severe, chronic disability manifested during the developmental period of childhood that results in impaired intellectual functioning or deficiencies in essential skills.

Disenrollment – The discontinuance of a member's eligibility to receive covered services through an MCE.

Division of Aging – A Division of the Family and Social Services Administration. Supports the development of alternatives to nursing home care by coordinating and funding home and community-based services coordinated through a network of Area Agencies on Aging.

Division of Disability and Rehabilitative Services (DDRS) - A Division of the Family and Social Services Administration. Assists citizens of Indiana, regardless of the severity of the disability, in becoming employed and living in the least restrictive and most appropriate environment possible.

Division of Family Resources (DFR) - A Division of the Family and Social Services Administration. The State agency that offers help with job training, public assistance, supplemental nutrition assistance, and other services.

Division of Mental Health and Addiction (DMHA) - A Division of the Family and Social Services Administration. The DMHA assists people with mental illness or addiction who are uninsured or underinsured to receive treatment and re-integrate into their community. The Division operates

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

six state hospitals and partners with Indiana's Community Mental Health Centers (CMHC) to provide treatment in communities across Indiana.

Division of Supplier Diversity – A Division of the Indiana Department of Administration that acts on behalf of the State of Indiana to actively promote, monitor, and enforce the standards for certification of minority, women, and veteran business enterprises.

Drug Formulary - List of drugs that includes therapeutic classes for both generic and brand-name medications. Within the formulary, a drug or dosage form may be designated as "preferred" or "non-preferred." Preferred drugs generally require minimal or no prior authorization; non-preferred drugs require prior authorization and may also require periodic regimen review or specific billing requirements.

Dual Eligible Member - A member who is eligible for both Medicare and Medicaid. There are two types of Dual Eligible Members: A Qualified Medicare Beneficiary (QMB) Dual Eligible Member (a QMB Plus or a QMB Only), and a Non QMB Dual Eligible Member (a Special Low-Income Beneficiary [SLMB] Plus or an Other Full Benefit Dual Eligible).

Durable medical equipment (DME) - Equipment that is necessary for ongoing medical issues. Durable medical equipment includes purchased or rented items such as hospital beds, iron lungs, oxygen equipment, seat lift equipment, wheelchairs, and other medically necessary equipment prescribed by a health care provider to be used in a patient's home which are covered by Medicaid (see also: 42 CFR § 414.202).

Earned Income - Earned income may include wages, tips, salaries, or net earnings from self-employment. It may also include other compensation received from performing work activity. Earned Income is often used in determining a person's eligibility for Medicaid and other social services available through the State.

Electronic Visit Verification (EVV) - A computer-based system that electronically verifies the occurrence of authorized service visits by electronically documenting the precise time a service delivery visit begins and ends, the individuals receiving and providing a service, and type of service performed.

Eligibility Determination - The process of determining, through an application and required verification, whether an applicant meets the criteria for Title XIX/XXI funded services.

Eligible member - Person certified by the State as eligible for medical assistance.

Eligible providers - Person, organization, or institution approved by the State as eligible for participation in Medicaid.

Emergency Medical Condition - Per 42 CFR § 438.114, emergency medical condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) 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 the following: (i) placing the health of the individual (or, for a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; (iii) serious dysfunction of any bodily organ or part.

Emergency Medical Transportation - Per 836 IAC 1-1-1, emergency medical transportation means the transportation of emergency patients by ambulance and the administration of basic life support to emergency patients before or during such transportation.

Emergency Room Care - Includes care given for a medical emergency when a member believes that their health is in serious danger and every second counts (see also: 42 CFR § 405.440).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Emergency Services - Per 405 IAC 5-2-9, emergency services are defined as a service provided to a member after the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably be expected to result in: (1) placing the patient's health in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

Encounter - A record of a health care-related service rendered by a provider or providers to a member who is enrolled with a Contractor on the date of service.

Enrollee - A Medicaid recipient who is currently enrolled with a Contractor. [42 CFR 438.2]

Enrollee encounter data - The information relating to the receipt of any item(s) or service(s) by an enrollee under a contract between the State and a Contractor that is subject to the requirements of 42 CFR 438.242 and 42 CFR 438.818. [42 CFR 438.2]

Enrollment - The process by which an enrollee becomes a member of the Contractor.

Enrollment broker - An individual or entity that performs choice counseling or enrollment activities, or both. [42 CFR 438.810(a)]

Evidence-Based Practice – An intervention that is recognized as effective in treating a specific health-related condition based on scientific research; the skill and judgment of health care professionals; and the unique needs, concerns and preferences of the individual receiving services.

Excluded Services - Defined by the State as services that are not covered under Indiana Medicaid (see also: 405 IAC 5-29-1).

External Quality Review - As used in CFR part 438 subpart E, the analysis and evaluation by an external quality review organization (EQRO), of aggregated information on quality, timeliness, and access to the health care services that a Contractor (described in 42 CFR 438.310(c)(2)), or their contractors furnish to Medicaid beneficiaries. [42 CFR 438.320]

External Quality Review Organization (EQRO) - As used in CFR part 438 subpart E, an organization that meets the competence and independence requirements set forth in 42 CFR 438.354, and performs external quality review, other external quality review-related activities as set forth in 42 CFR 438.358.

Family and Social Services Administration (FSSA) - Indiana Family and Social Services Administration is a health care and social service funding agency with eight care divisions established by Indiana to consolidate and better integrate the delivery of human services by state government. FSSA is an umbrella agency responsible for administering most Indiana public assistance programs; includes the Office of Medicaid Policy and Planning, the Division of Aging, the Division of Family Resources, the Division of Mental Health and Addiction, and the Division of Disability & Rehabilitative Services.

Family or Family Member - A biological, adoptive, or custodial mother or father of a child, or an individual who has been appointed as a legal guardian or custodian of a child by a court of competent jurisdiction, or other member representative responsible for making health care decisions on behalf of the member. Family members may encompass family of choice for adult members, which includes informal supports.

Federal Financial Participation (FFP) - Refers to the contribution that the Federal government makes to the Title XIX and Title XXI program, as defined in 42 CFR 400.203.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 5D
CONTRACT DEFINITIONS

Federal Poverty Level (FPL) - Individual and family income guidelines set by the federal government for the administration of social service benefits. The state-specific guidelines are adjusted for the cost of living in each state. Financial eligibility for social service programs is often based on a percentage of the FPL.

Fee-for-Service (FFS) – A method of making payment for health services based on a fee schedule that payment for defined services. Also, Indiana Medicaid program for members not enrolled with a Contractor.

Fiscal Agent - A Contractor that processes or pays vendor claims on behalf of the Medicaid agency [42 CFR 455.101].

FQHC – Federally Qualified Health Center.

Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State law (see 42 CFR 455.2).

Freedom of Choice - A state must ensure that Medicaid beneficiaries are free to obtain services from any qualified provider. Exceptions are possible through waivers of Medicaid and special contract options.

Freestanding Birth Center (FBC) - A freestanding entity that has the sole purpose of delivering a normal or uncomplicated pregnancy. The term does not include a hospital that is licensed as a hospital under IC 16-21-2 (see IC 16-18-2-36.5)

Grievance – A complaint or an expression of dissatisfaction about any matter other than an Adverse Benefit Determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the enrollee's rights regardless of whether remedial action is requested. Grievance includes an enrollee's right to dispute an extension of time proposed by the MCO, PIHP or PAHP to make an authorization decision.

A grievance is a complaint about the way a member's health plan is giving care. For example, a member may file a grievance if the member has a problem calling the plan or if the member is unhappy with the way a staff person at the plan has behaved toward them. A grievance is not the way to deal with a complaint about a treatment decision or a service that is not covered (see appeal). See 42 C.F.R. §438.400(b).

Grievance and Appeal System - The processes the Contractor implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them. [42 CFR 438.400(b)]

Habilitation Services and Devices - Per 45 CFR § 156.115(a)(5), habilitative services and devices include health care services and devices that help a person keep, learn, or improve skills and functioning for daily living. Examples may include therapy for a child who is not walking or talking at the expected age. These services may also include physical and occupational therapy, speech-language pathology, and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

Home and Community-Based Services (HCBS) – Services that are provided, pursuant to the Indiana Section 1915(c) waiver, as an alternative to long-term care institutional services in a nursing facility or an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) or to delay or prevent placement in a nursing facility. An HCBS listing and definitions of services can be found in the HCBS Waiver Provider Manual posted on the FSSA Medicaid HCBS webpage https://www.in.gov/fssa/da/medicaid-hcbs/.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 5D
CONTRACT DEFINITIONS

Health Care Professional - A physician, podiatrist, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech language pathologist, audiologist, registered or practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist and certified nurse midwife), licensed social worker, registered respiratory therapist, licensed marriage and family therapist, licensed professional counselor, and licensed mental health counselor (LMHC).

Healthcare Effectiveness Data and Information Set (HEDIS) – Widely used set of standardized performance measures used in the managed care industry, designed to allow reliable comparison of the performance of managed health care plans. HEDIS is sponsored, supported, and maintained by the National Committee for Quality Assurance.

Health Care Services - As used in CFR part 438 subpart E, all Medicaid services provided by an MCE, PIHP, or PAHP under contract with the state Medicaid agency in any setting, including but not limited to medical care, and behavioral health care. [42 CFR 438.320]

Health Equity - Ensuring that everyone has the chance to be as healthy as possible considering factors outside of a person's control that can prevent them from achieving their best health.

Healthy Indiana Plan - Indiana Medicaid health-insurance program for Hoosiers ages 19 to 64 who meet specific income levels.

Health Insurance - Per 45 CFR § 144.103, health insurance coverage means benefits consisting of medical care (provided directly, through insurance or reimbursement, or otherwise) under any hospital or medical service policy or certificate, hospital or medical service plan contract, or HMO contract offered by a health insurance issuer. Health insurance coverage includes group health insurance coverage, individual health insurance coverage, and short-term, limited-duration insurance.

High-Risk Member - An Indiana Medicaid member who is enrolled with Aged and Disabled (A&D) Waiver services.

HIPAA - Health Insurance Portability and Accountability Act of 1996, 45 CFR Parts 160 and 164.

HIPAA Rules - The rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Heath Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof.

HITECH - Health Information Technology for Economic and Clinical Health Act, Pub.L.111-5, Div. A, Title XIII, § 13001(a), Feb. 17, 2009, 123 Stat. 226.

Home and Community-Based Services (HCBS) – Services that are provided, pursuant to the Indiana Section 1915(c) waiver, as an alternative to long-term care institutional services in a nursing facility or an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) or to delay or prevent placement in a nursing facility. An HCBS listing and definitions of services can be found in the HCBS Waiver Provider Manual posted on the FSSA Medicaid HCBS webpage https://www.in.gov/fssa/da/medicaid-hcbs/.

Home Health Care – Limited part-time or intermittent skilled nursing care and home health aide services, physical therapy, occupational therapy, speech-language therapy, medical social services, durable medical equipment (such as wheelchairs, hospital beds, oxygen, and walkers), medical supplies, and other services (see also: 42 CFR § 440.70).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Home Health Services - Nursing services, home health aide services, therapy services, and medical supplies, equipment, and appliances as described in 42 CFR 440.70 when provided to a member at his place of residence and on his or her physician's orders, or beginning March 1, 2020, ordered by the member's nurse practitioner, physician assistant, or clinical nurse specialist, as a part of the plan of care and is reviewed by the practitioner annually as part of a written plan of care [42 CFR 440.70].

Home Medical Equipment (HME) - Indiana Code IC 25-26-21-2 defines home medical equipment as equipment that is prescribed by a healthcare provider; sustains, restores, or supplants a vital bodily function; and is technologically sophisticated and requires individualized adjustment or regular maintenance.

Hoosier Care Connect – Indiana's health care program for individuals who are aged 65 years and older, blind, or disabled and who are also not eligible for Medicare.

Hoosier Healthwise - Indiana's health care program for children, low-income families, and pregnant women. Different benefit packages are available to the various populations eligible for Hoosier Healthwise: Package A (Standard) and Package C (CHIP).

HoosierRx - A qualified State Pharmaceutical Assistance Program. For more information, go to: https://www.in.gov/medicaid/members/194.htm.

Hospice Care - A special way of caring for people who are terminally ill, and for their family. This care includes physical care and counseling. Hospice care is covered under Hospital Insurance (see also: 42 CFR § 418.3)

Hospitalization - Per 40 CFR § 159.153, hospitalization means admission for treatment to a hospital, clinic, or other health care facility. Treatment as an out-patient is not considered to be hospitalization.

Incurred But Not Reported (IBNR) - The liability for services rendered for which claims have not been received by the Contractor.

Indian or American Indian - Any individual defined at 25 U.S.C. 1603(13), 1603(28), or 1679(a), or who has been determined eligible as an Indian, under 42 CFR 136.12.

Indiana Housing & Community Development Authority – Indiana statewide housing agency that provides housing opportunities, promotes self-sufficiency, and strengthens communities.

Indiana State Department of Health (IDOH) - The State agency responsible for promotion of health and for providing guidance on public health issues. For more information go to https://www.in.gov/health/.

Indian Health Care Provider - A health care program operated by the IHS or by an I/T/U as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. 1603). [42 CFR 438.14(a)]

Indian Health Service (IHS) - The federal agency charged with administering the health programs for federally recognized American Indians.

Information Systems - The component of the Contractor's organization which supports the Information Systems, whether the systems themselves are internal to the organization (full spectrum of systems staffing), or externally contracted (internal oversight and support).

In Lieu of Services - Services or settings used in place of services and settings covered under the state plan. In Lieu of Services must be medically appropriate and cost effective as determined by the State. [42 CFR §438.3(e)(2)(iii)]

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 5D
CONTRACT DEFINITIONS

In-Network Provider - Any provider that is directly or indirectly employed by or has a provider agreement with the Contractor or subcontractor to the Contractor pursuant to the Contract between the Contractor and the State of Indiana.

Inquiry - A concern, issue or question that is expressed orally or in writing by a member.

Institution For Mental Disease (IMD) - A hospital, nursing facility, or other institution of more than 16 beds that is primarily engaged in providing diagnosis, treatment, or care of individuals with mental diseases (including substance abuse disorders), including medical attention, nursing care and related services. Whether an institution is an institution for mental diseases is determined by its overall character as that of a facility established and maintained primarily for the care and treatment of individuals with mental diseases, whether or not it is licensed as such. An institution for Individuals with Intellectual Disabilities is not an institution for mental diseases [42 CFR 435.1010].

Intervention – An action or ministration that is intended to produce an effect or that is intended to alter the course of a pathologic process.

Law – Statutes, codes, rules, regulations, and/or court rulings.

Level-of-Care (LOC) - A level of care determination is the outcome of the measure of an individual's care needs. This includes a determination of nursing home or institutional placement level of care need of an individual.

Lien - A legal claim that a person holds on another's property as a security for an indebtedness or charge.

Line of Business - Refers to one of the Indiana Medicaid Programs.

Limited English Proficiency (LEP) - Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English may have LEP and may be eligible to receive language assistance for a particular type of service, benefit, or encounter. [42 CFR 438.10].

Long-Term Care Program - A variety of services that help people with health or personal needs and activities of daily living over a period of time. Long-term care can be provided at home, in the community, or in various types of facilities, including nursing homes and assisted living facilities.

Managed care – An arrangement whereby a single provider or organization oversees the overall care of a patient to ensure cost-efficient quality health care to its members.

Managed Care Entity (MCE) - Organization contracted with the state of Indiana for this contract that meets all applicable requirements of Medicaid managed care organizations under Sections 1903(m) and 1932 of the Social Security Act, as well as the implementing regulations set forth in 42 CFR 438, and IC 12-15 as may be amended.

Managed Care Program - A managed care delivery system operated by a State as authorized under section 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act [42 CFR 438.2].

Mandated or required services - Services a state is required to offer to categorically needy clients under a state Medicaid plan. (Medically needy clients may be offered a more restrictive service package.) Mandated services include the following: hospital, nursing facility care (21 and over), home health care, family planning, physician, nurse midwives, dental (medical/surgical), rural health clinics, certain nurse practitioners, federally qualified health centers, renal dialysis services, EPSDT (under age 21), and medical transportation.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Mandatory Report State – Indiana mandatory reporting law that establishes a legal, enforceable duty for those who have contact with vulnerable populations to report suspected neglect, battery or exploitation of an endangered adult to an APS unit or law enforcement. All reports are secured and kept confidential.

Marketing – Any communication or activity from the Contractor to a Medicaid beneficiary who is not enrolled in that entity, that can reasonably be interpreted as intended to influence the beneficiary to enroll in that Contractor's Medicaid product, or either to not enroll in or to disenroll from another Contractor's Medicaid product.

Marketing Materials - Materials that (1) are produced in any medium, by or on behalf of a Contractor; and (2) can reasonably be interpreted as intended to market the Contractor to potential enrollees. [42 CFR 438.104(a)]

MCE Reporting Manual – Office of Medical Policy and Planning (OMPP) instructions and specifications for managed care entities (MCEs) to submit the reports that comprise the Contractor's Reporting.

Medicaid - A Federal/State program authorized by Title XIX of the Social Security Act, as amended.

Medicaid Buy-In - This is an optional Medicaid program that allows individuals with a disability who work to retain Medicaid coverage. Individuals may pay a premium on a sliding fee scale based on their income. In Indiana, this program is called M.E.D. Works.

Medicaid-Covered Service - A service provided or authorized by a Medicaid provider for a Medicaid enrollee for which payment is available under the Medicaid program. A list of covered services is referenced in IC 12-15-5-1.

Medicaid Managed Care Regulations - The Federal law mandating, in part, that states ensure the accessibility and delivery of quality health care by their managed care Contractors. These regulations were promulgated pursuant to the Balanced Budget Act (BBA) of 1997.

Medicaid-Medicare eligible – Also called Dual Eligible - Member who is eligible for benefits under both Medicaid and Medicare; also called dually eligible. Members in this category are bought-in for Part B coverage of the Medicare Program by the Medicaid Program.

Medicaid Rehabilitation Option (MRO) - Special program restricted to community mental health centers for persons who are seriously mentally ill or seriously emotionally disturbed.

Medical Expenses – Amounts paid to providers for the provision of covered physical health, behavioral health, and/or long-term care or other covered services to members.

Medical Necessity - The evaluation of health care services to determine if they are medically appropriate and necessary to meet basic health needs; consistent with the diagnosis or condition and rendered in a cost-effective manner; and consistent with national medical practice guidelines regarding type, frequency, and duration of treatment.

Medically Necessary - Services or supplies that are proper and needed for the diagnosis or treatment of the member's medical condition, are provided for the diagnosis, direct care, and treatment of the member's medical condition, meet the standards of good medical practice in the local area, and aren't mainly for the convenience of the member or the member's doctor. Medically necessary services include covered services that are required for the care or well-being of the patient and are provided in accordance with generally accepted standards of medical or professional practice to prevent disease, disability or other adverse conditions or their progression, or to prolong life. See also: 42 CFR § 438.210(a)(5).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Medically Needy - Individuals whose income and resources equal or exceed the levels for assistance established under a state or federal plan but are insufficient to meet their costs of health and medical services.

Medical Records – All communications related to a patient's physical, mental health or long-term care condition that are recorded in any form or medium and that are maintained for purposes of evaluation or treatment, including records that are prepared by a health care provider or by other providers. Records do not include materials that are prepared in connection with utilization review, peer review, or quality assurance activities.

Medicare-The federal medical assistance program as defined under 42 USC §1395 et. seq. Act for people over the age of 65, for persons eligible for Social Security disability payments, and for certain workers or their dependents who require kidney dialysis or transplantation.

Medicare Advantage (MA) - The managed care program established for beneficiaries of Medicare Part A and enrolled under Part B, pursuant to the Medicare Modernization Act of 2003.

Medicare Advantage Plan (MA Plan) - Health benefits coverage offered under a policy or contract by an MA organization, that includes a specific set of health benefits offered at a uniform premium and uniform level of cost-sharing to all Medicare beneficiaries residing in the Service Area of the MA plan (or in individual segments of a Service Area [42 CFR §§422.2 and 422.304(b)(2))]

Medicare Advantage Special Needs Plan (MA SNP) – A Medicare Advantage Plan that exclusively enrolls, or enrolls a disproportionate percentage of, special needs Enrollees and provides Part D benefits under 42 CFR Part 423 to all Enrollees; and has been designated by CMS as meeting the requirements of a MA SNP as determined on a case-by-case basis using criteria that include the appropriateness of the target population, the existence of clinical programs or special expertise to serve the target population, and whether the proposal discriminates against sicker members of the target population. [42 CFR §§422.2 and 422.4(a)(1)(iv)]

Medicare Prescription Drug Program (Part D Drug Benefit) - The prescription drug benefit for Medicare beneficiaries. [42 CFR Part 423]

M.E.D. Works - An Indiana program to provide Medicaid coverage to working individuals with disabilities who otherwise would lose or be ineligible for Medicaid coverage. It has separate eligibility requirements and a recipient premium structure based on a sliding fee scale for those individuals with disabilities who work.

Member - An eligible individual who is enrolled in Indiana Medicaid. Also referred to as enrollee, Title XIX Member or Medicaid Member.

Member Months – The number of months an enrollee or a group of enrollees is covered by Medicaid over a specified time period, such as a year. [42 CFR 428.8(b)]

Mental Health Services – The diagnosis, evaluation, treatment, residential care, rehabilitation, counseling or supervision of persons who have a mental illness.

MLR – Medical Loss Ratio as defined in accordance with 42 CFR 438.8.

National Committee for Quality Assurance (NCQA) – An independent 501c nonprofit organization that works with policymakers, employers, doctors, patients and health plans to improve health care quality through the administration of evidence-based standards, measures, programs, and accreditation.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 5D
CONTRACT DEFINITIONS

National Provider Identifier (NPI) - The ten (10) digit number issued by CMS which is the standard unique identifier for health care Providers in standard transactions.

Network - A list of the doctors, other health care providers, and hospitals that a Contractor contracts with directly, or employs through a subcontractor, to provide medical care to its members. These providers are called "network providers" or "in-network providers." A provider that isn't contracted with the Contractor is called an "out-of-network provider."

Network Provider - Any provider, group of providers, or entity that has a network provider agreement with the MCO or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render Covered Services as a result of this Contract. A network provider is not a subcontractor by virtue of the network provider agreement. [42 CFR §438.2]

Non-Participating Provider - A provider who does not accept assignment on all Medicaid claims.

OMPP – Office of Medical Policy and Planning under the Indiana Family and Social Services Administration (FSSA).

Options Counseling – Options Counseling, is an Area Agency on Aging function, as defined by the Older Americans Act, and will be a service AAAs continue to provide (e.g., counseling pertaining to Title III services, Social Services Block Grant, OAA, etc.) in their role as Aged and Disabled Resource Centers. MCEs do not conduct Options Counseling.

Other Full-Benefit Dually Eligible (FBDE) – A federal category of Medicaid where the member is eligible for Medicaid either categorically or through optional coverage groups but is not enrolled for QMB or SLMB. An FBDE is eligible for Medicaid payment of Medicare premiums, deductibles, co-insurance and co-pays (except for Part D).

Out-of-Network Provider – Any provider that is not directly or indirectly employed by or does not have a provider agreement with the Contractor or any of its subcontractors pursuant to the Contract between the Contractor and the State of Indiana.

Outpatient Hospital Services: Per 42 CFR § 440.20, outpatient hospital services mean preventive, diagnostic, therapeutic, rehabilitative, or palliative services that:

- (1) are furnished to outpatients;
- (2) are furnished by or under the direction of a physician or dentist; and
- (3) are furnished by an institution that:
    - (i) is licensed or formally approved as a hospital by an officially designated authority for State standard-setting; and
    - (ii) meets the requirements for participation in Medicare as a hospital; and
- (4) may be limited by a Medicaid agency in the following manner: A Medicaid agency may exclude from the definition of "outpatient hospital services" those types of items and services that are not generally furnished by most hospitals in the State.

Participating Provider - Per IC 27-13-1-24, a participating provider means a provider who, under an express or implied contract with: (1) the health maintenance organization; or (2) a contractor of the health maintenance organization or any subcontractor of a contractor of the health maintenance organization; has agreed to provide health care services to enrollees with an expectation of directly or indirectly receiving payment, other than copayment or deductible, from the health maintenance organization.

Party in Interest - As defined in §1318(b) of the Public Health Service Act.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 5D
CONTRACT DEFINITIONS

PASRR – Preadmission Screening and Resident Review – a set of federally required long-term care resident screening and evaluation services, payable by the Medicaid program, and authorized by the Omnibus Budget and Reconciliation Act of 1987.

Pass-through Payments – As defined at 42 CFR 438.6.

Patient Liability – The amount of an enrollee's income, as determined by the State, to be collected each month to help pay for the enrollee's nursing facility stay.

Per diem – Daily rate charged by institutional providers.

Performance Improvement Project (PIP) - A plan to remediate an identified program deficiency in response to a sanction or action by the State involving a process of data gathering, evaluation, and analysis to determine interventions or activities that are projected to have a positive outcome. A PIP includes measuring the impact of the interventions or activities toward improving the quality of care and service delivery.

Performance Standards - Standardized measures designed to assist in evaluating, comparing, and improving the performance of the Contractors.

Person-centered planning process – See requirements as defined in 42 CFR 441.301(c)(1). Person-centered planning is a process for selecting and organizing the services and supports that an older adult or person with a disability may need to live in the community. Most important, it is a process that is directed by the person who receives the support.

Pharmacy Benefits Manager (PBM) – An entity responsible for the provision and administration of pharmacy services.

Physician Services - Include services provided by an individual licensed under State law to practice medicine or osteopathy. Physician services given while in the hospital that appear on the hospital bill are not included (see also: 42 CFR § 414.2).

Plan - Per 42 CFR § 400.203, State Plan, or Plan, refers to the comprehensive written commitment by a Medicaid agency, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of a Medicaid program in accordance with Federal requirements.

Plan of care (POC) - A formal plan developed to address the specific needs of an individual. It links clients with needed services.

Population Health - The health outcomes of a group of individuals, including the distribution of such outcomes within the group.

Potential Enrollee - A Medicaid-eligible recipient who is not yet enrolled with a Contractor. [42 CFR 438.10(a)].

Pre-admission screening (PAS) - A nursing home and community-based services program implemented that is designed to screen a member's potential for remaining in the community and receiving community-based services as an alternative to nursing home placement.

Preauthorization - Per 42 CFR § 419.81, preauthorization (or prior authorization) means the process through which a request for provisional affirmation of coverage is submitted to CMS or its contractors for review before the service is provided to the beneficiary and before the claim is submitted for processing. Through this process, the Contractor authorizes, in advance, the delivery of covered services based on factors, including but not limited to, medical necessity, cost effectiveness, in compliance with any applicable contract or policy provisions.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Premium - Per 42 CFR § 447.51, premium means any enrollment fee, premium, or other similar charge.

Prescription Drug - Per 21 § CFR 203.3(y), prescription drug means any drug (including any biological product, except for blood and blood components intended for transfusion or biological products that are also medical devices) required by Federal law (including Federal regulation) to be dispensed only by a prescription, including finished dosage forms and bulk drug substances subject to section 503(b) of the Social Security Act.

Prescription Drug Coverage - Per 42 CFR § 423.100, prescription drug coverage means coverage of Part D drugs that is either standard prescription drug coverage or basic alternative coverage.

Prevalent - A non-English language determined to be spoken by a significant number or percentage of potential enrollees and enrollees that are limited English proficient. [42 CFR 438.10(a)]

Primary Care - All health care services, and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the State in which the practitioner furnishes the service. [42 CFR 438.2].

Primary Care Doctor – See Primary Medical Provider.

Primary Care Provider (PCP) – See Primary Medical Provider.

Primary Medical Provider (PMP) – Also known as a Primary Care Provider (PCP) or primary care doctor, is a primary care physician or other licensed health practitioner practicing in accordance with State law who is responsible for providing preventive and primary health care to patients; for initiating referrals for specialist care; and for maintaining the continuity of patient care. At a minimum, providers allowed to serve as PMPs must include physicians, physician assistants, and advanced practice registered nurses.

Privacy Rule – Standards for the Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

Prohibited Entity – The term “prohibited entity” means an entity, including its affiliates, subsidiaries, successors, and clinics—

A) that, as of the first day of the first quarter beginning after the date of enactment of this Act—
   i) is an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from tax under section 501(a) of such Code;
   ii) is an essential community provider described in section 156.235 of title 45, Code of Federal Regulations (as in effect on the date of enactment of this Act), that is primarily engaged in family planning services, reproductive health, and related medical care; and
   iii) provides for abortions, other than an abortion—
      I) if the pregnancy is the result of an act of rape or incest; or
      II) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed; and

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

B) for which the total amount of Federal and State expenditures under the Medicaid program under title XIX of the Social Security Act for medical assistance furnished in fiscal year 2023 made directly, or by a covered organization, to the entity or to any affiliates, subsidiaries, successors, or clinics of the entity, or made to the entity or to any affiliates, subsidiaries, successors, or clinics of the entity as part of a nationwide health care provider network, exceeded $800,000.

Protected Health Information (PHI) – Individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium (and collectively defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the services performed by the Contractor under the Contract with Indiana.

Provider – Per 42 CFR 438.2, a provider is defined as any individual, organization, or institution (e.g., hospital, skilled nursing facility, home health agency, outpatient physical therapy, comprehensive outpatient rehabilitation facility, end-stage renal disease facility, hospice, physician, non-physician provider, laboratory, supplier, ambulatory surgical centers, outpatient clinics, or other entity that is licensed or otherwise authorized to provide any of the covered services in the State in which they are furnished) that provides medical services to beneficiaries covered under this Contract. Provider does not include consumer-directed workers (refer to Consumer-Directed Worker); nor does provider include the FEA (refer to Fiscal Employer Agent).

Provider Agreement – An agreement between the Contractor and a provider or between the Contractor's subcontractor and a provider that describes the conditions under which the provider agrees to furnish covered services to the Contractor's members.

Prudent Layperson - For purposes of determining whether an emergency medical condition exists, an individual without medical training who relies on the experience, knowledge, and judgment of a reasonable individual to make a decision regarding whether or not the absence of immediate medical attention will result in 1) placing the health of the individual in serious jeopardy, 2) serious impairment to bodily functions, or 3) serious dysfunction of a bodily part or organ.

Qualified Disabled Working Individual (QDWI) - A federal category of Medicaid eligibility for disabled individuals whose incomes are less than 200 percent of the federal poverty level. Medicaid benefits cover payment of the Medicare Part A premium only.

Qualified Medicare Beneficiary-Also - The QMB-Also program is for people who receive Part A Medicare and whose income is below 100 percent of poverty. This program pays Medicare co-payments and co-insurance amounts for medical services covered by Medicare, including the co-payments for Medicare-approved skilled nursing home care. It also pays the Medicare Part B premiums for eligible clients.

Qualified Medicare Beneficiary Dual Eligible Member (QMB DUAL) - A federal category of Medicaid eligibility for aged, blind, or disabled individuals entitled to Medicare Part A whose incomes are less than 100 percent of the federal poverty level and assets less than twice the SSI asset limit. Medicaid benefits for QMB members include payment of Medicare premiums, coinsurance, and deductibles only.

Qualified Medicare Beneficiary (QMB) Only - A federal category of Medicaid eligibility where the member's benefits are limited to payment of the member's Medicare Part A (if member is not entitled to free Part A) and Part B premiums as well as deductibles and co-insurance or copayment for Medicare-covered services only.

Qualified Medicare Beneficiary Plus (QMB+) – A federal category of Medicaid eligibility where the member's benefits include payment of the member's Medicare premiums, deductibles, and

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

co-insurance or copayment on Medicare-covered services in addition to Traditional Medicaid benefits.

Qualifying Individual (QI) – A federal category of Medicaid eligibility where the member's benefit includes payment of the member's Medicare Part B premium. The Eligibility Verification System (EVS) identifies this coverage as Qualified Individual.

Quality Improvement Project - A planned strategy for program improvement and is incorporated into the Contractor's Quality Management and Improvement Report.

Quality Management - The evaluation and assessment of member care and services to ensure adherence to standards of care and appropriateness of services; can be assessed at a member, provider, or population level.

Recipient Identification Number (RID) - The unique number assigned to a member who is eligible for Medicaid services. May also be Member Identification Number.

Recoupment - The process by which a Contractor, the State of Indiana, or the Federal government, or any of their Bureaus, Agencies or Contractors recover Title XIX monies paid to an MCO, provider or enrollee.

Referral - A verbal, written, telephonic, electronic, or in-person request for health services.

Rehabilitative Services and Devices - Include health care services and devices to help a member recover from an illness or injury. These services may be given by nurses and physical, occupational, and speech therapists. Examples may include working with a physical therapist to help a member walk and with an occupational therapist to help a member get dressed.

Reinsurance - A stop-loss program to be purchased by the Contractor from a commercial reinsurer for the partial reimbursement of covered medical services to transfer risk from the Contractor to the reinsurer. Reportable Unusual Occurrence – An incident of suspected abuse, neglect, or exploitation or other situations that place at risk an adult or child receiving HCBS.

Reportable Unusual Occurrence – An incident of suspected abuse, neglect, or exploitation or other situations that place at risk an adult or child receiving HCBS.

Related Party - A party that has, or may have, the ability to control or significantly influence a Contractor, or a party that is, or may be, controlled or significantly influenced by a Contractor. "Related parties" include, but are not limited to, agents, managing employees, individuals with an ownership or controlling interest in the Contractor and their immediate families, subcontractors, wholly owned subsidiaries or suppliers, parent companies, sister companies, holding companies, and other entities controlled or managed by any such entities or individuals.

Religious Grounds - Moral guidance on various aspects of health care delivery based on a religious organization's theological and moral teachings.

Reportable Unusual Occurrence – An incident of suspected abuse, neglect, or exploitation or other situations that place at risk an adult or child receiving HCBS.

Request For Proposal (RFP) - A document which describes the scope of services required and which instructs a prospective offeror how to prepare a response (Proposal).

RHC – Rural Health Clinic.

Risk Contract - Contract between the State and MCE Contractor, under which the Contractor: 1. Assumes risk for the cost of the services covered under the Contract, and 2. Incurs loss if the cost of furnishing the services exceeds the payments under the Contract. [42 CFR 438.2]

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 5D
CONTRACT DEFINITIONS

Risk Corridor - A risk sharing mechanism in which states and the Contractor may share in profits and losses under the contract outside of a predetermined threshold amount. [42 CFR 438.6]

Room and Board - The amount paid for food and/or shelter. Medicaid funds can be expended for room and board when an individual lives in an institutional setting (e.g., NF, ICF). Medicaid funds cannot be expended for room and board when a member resides in an Alternative HCBS Setting or an apartment like setting that may provide meals.

Service Authorization - A managed care enrollee's request for the provision of a service. [42 CFR431.201]

Service Gap – A delay in initiating any long-term care service and/or a disruption of a scheduled, ongoing HCBS that was not initiated by a member, including late and missed visits.

Shall – Indicates a mandatory requirement or a condition to be met. Note: The term 'Shall' is used interchangeably in this Contract with the term 'Must'.

Skilled Nursing Care - A level of care that includes services that can only be performed safely and correctly by a licensed nurse (either a registered nurse or a licensed practical nurse) (see also: 42 CFR § 409.44(b)).

Special Health Care Needs (SHCN) - Serious and chronic physical, developmental, or behavioral conditions requiring medically necessary health and related services of a type or amount beyond that required by members generally; that lasts or is expected to last one year or longer and may require ongoing care not generally provided by a primary care provider.

Specialist - A doctor who treats only certain parts of the body, certain health problems, or certain age groups. For example, some doctors treat only heart problems. A specialist is a board-eligible or certified physician who declares himself or herself as a specialist and practices a specific medical specialty. For the purposes of this definition, Board-eligible means a physician who meets all the requirements for certification but has not tested for or has not been issued certification.

Specialty Services – Includes any required Essential Hospital Services, Centers of Excellence, and specialty physician services.

Specified Low-Income Medicare Beneficiary (SLMB) Only - The member's benefits are limited to payment of the member's Medicare Part B premium only.

Specified Low-Income Medicare Beneficiary Plus (SLMB+) - The member's benefits include payment of the member's Medicare Part B premium in addition to Traditional Medicaid benefits throughout each month of eligibility, including deductibles, co-insurance and co-pays (except for Part D).

SSA – Social Security Administration.

SSI – Supplemental Security Income.

State – The State of Indiana, including, but not limited to, any entity or agency of the state.

State Fair Hearing (SFH) Process - In accordance with 42 CFR 438.400(b), the State process set forth in subpart E of part 431 chapter IV, title 42 which allows members the opportunity to appeal the Contractor's decisions to the State. Refer to 405 IAC 1.1 for the appeal procedures for applicants and recipients of Medicaid.

State Fiscal Year – The Indiana budget year-State fiscal year: July 1 through June 30.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Subcontract – An agreement entered into by the Contractor with any other organization or person who agrees to perform any administrative function or service for the Contractor, specifically related to securing or fulfilling the Contractor's obligations under the terms of the Contract with Indiana when the intent of such an agreement is to delegate the responsibility for any major service or group of services required by the Contract between Indiana and the Contractor.

Subcontractor – Any organization or person who provides any function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations under the terms of the contract between Indiana and the Contractor.

Subsidiary - An entity owned or controlled by the Contractor.

Substance Use Disorder (SUD) Services – The assessment, diagnosis, treatment, detoxification, residential care, rehabilitation, education, training, counseling, referral or supervision of individuals who are using or have abused substances.

Supplemental Security Income (SSI) and SSI Related Groups - Eligible individuals receiving income through Federal cash assistance programs under Title XVI of the Social Security Act who are aged, blind or have a disability and have household income levels at or below 100 percent of the FPL.

Temporary Assistance for Needy Families (TANF) - Needy families with dependent children eligible for benefits under the Medicaid Program, Title IV-A, Social Security Act.

Third Party Liability (TPL) - A member's medical payment resources, other than Medicaid, available for paying all or part of the cost of services for the enrollee.

Treatment - A procedure or method to cure, improve, or palliate an individual's medical condition or behavioral health issue.

Unearned Income - Disability payments or other funds that an individual receives without any physical or mental work performed. Examples of unearned income may be Social Security Disability Insurance Benefits, income from a trust, investments, support payments, or funds received from any other source other than work.

Urgent Care - Per 42 CFR § 405.400, urgent care services means services furnished to an individual who requires services to be furnished within twelve (12) hours in order to avoid the likely onset of an emergency medical condition.

USC – United States Code.

Unusual Occurrence - Is defined in 455 IAC 2-4-27. It means an incident of suspected abuse, neglect, or exploitation or other situations that place at risk an adult or child receiving HCBS.

Waiver Services LOC - Level of Care determined through an assessment submitted by the Contractor to an LOC vendor for determination of eligibility for HCBS waiver services.

Waste - is the overutilization of services, or other practices that, directly or indirectly, result in unnecessary costs to the Medicaid program. Waste is generally not considered to be caused by criminally negligent actions but rather the misuse of resources.

Wellness - An approach to health care that emphasizes not merely the absence of disease or infirmity but the pursuit of optimum health. It is an active process of helping members become aware of and make choices that will help them to achieve a healthy and more fulfilling life. Wellness includes preventing illness, prolonging life, and improving quality of life, as opposed to focusing solely on treating diseases.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

Withhold Arrangement - Payment mechanism under which a portion of a capitation rate is withheld from a Contractor and a portion of or all the withheld amount will be paid to the Contractor for meeting targets specified in the contract. The targets for a withhold arrangement are distinct from general operational requirements under the contract. [42 CFR 438.6]

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 6C
CAPITATION RATES

Hoosier Healthwise Capitation Rates

Actuarial Certification:
The actuarial certification for each Contract year is incorporated in this Contract by reference. Actuarial certifications or amendments to certifications that have been signed by contracted entities and approved by CMS will be considered binding on all parties. As a matter of convenience, rates and other information from the certification are reproduced in this section of the Contract, but the certifications generally contain additional detail that should also be considered a part of this Contract.

Note on Rates and Rate Adjustment:
To the extent covered benefits or State-directed fee schedules are adjusted, capitation rates will be subject to revision in order to reflect the required program change. Future capitation rates will also be adjusted each year to reflect new base year data.

From time to time the State may adjust other fee schedules related to covered services for which reimbursement is not State-directed, as defined in 42 CFR 438.6(c)(iii), under this Contract. Where reimbursement is not State-directed, the Contractor may negotiate separate and distinct reimbursement with service providers, constrained only by other Contract provisions, such as access requirements. Should the State change these other fee schedules, there will be no related capitation rate adjustment.

Note on Retroactive Acuity Adjustment and Retroactive Risk Adjustment:
The Contractor's 2023, 2024, and 2025 capitation rates shall be adjusted using a non-cost neutral retroactive acuity adjustment. This replaces the cost neutral risk adjustment process that may be utilized in other years of the contract. The State's intent is to mitigate uncertainty regarding changes in member morbidity levels due to the COVID-19 pandemic, maintenance of effort, and return to normal operations.

The Contractor's 2026 capitation rates in a 2026 rate amendment shall be adjusted using retroactive risk adjustment that is cost neutral based on the enrollment snapshot used in risk adjustment development.

For the CY 2026 rate amendment, risk scores will be developed using the version of the Chronic Illness and Disability System and Medicaid Rx (CDPS + MRx) available at the time of rate development. The risk scores may also be adjusted for duration and/or treatment reduction impacts if changes in duration and/or treatment are estimated to be significant based on the claims experience.

For 2023 rates – Retroactive Acuity Adjustment
For each rate group, base risk scores will be developed using aggregate experience from the capitation rate base data period from all contractors, using data from members enrolled during the base data period. For continuing contractors, initial average risk scores stratified by Contractor will be developed with data from each Contractor's members during March 2022 using experience from the 12 months prior. For all contractors, these initial risk scores will be completely replaced by the final calendar year 2023 risk scores, which will be stratified by Contractor and calculated with data from all members enrolled as of March 2023 and September 2023, using experience from the 12 months prior to each of the snapshot dates. In aggregate, final 2023 risk scores will represent the average acuity of members enrolled with each Contractor during the rating period. This calculation and adjustment will be made at the sole discretion of the State. The State reserves the right to base the acuity adjustment applied for CY 2023 on enrollment from months other than March 2023 and September 2023, if it is determined that using different months may better represent the average acuity of each Contractor's members enrolled during the full rating period.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

For each set of risk scores above, claims run-out will be limited to an equal number of months in order to provide consistency between time periods. The run-out period shall be determined at the sole discretion of the State. Benefit costs developed from the rate setting base data will be adjusted to reflect the change in morbidity from the base data year to 2022 (initial rates) and ultimately calendar year 2023 (final rates).

For 2024 rates – Retroactive Acuity Adjustment
For each rate group, base risk scores will be developed using aggregate experience from the capitation rate base data period from all contractors, using data from members enrolled during the base data period. The initial rates will contain the following temporary adjustments:

- Budget neutral adjustment: Initial average risk scores stratified by Contractor will be developed with data from each Contractor's members enrolled as of September 2022 using experience from the 12 months prior to the snapshot date. This budget neutral adjustment will reflect relative differences in member acuity by contractor.
- Temporary, prospective acuity adjustment factor. This factor is intended to project average acuity levels during calendar year 2024, including consideration for the impact of member redeterminations. This factor will be the same for all contractors.

These initial budget neutral risk scores and the additional prospective acuity adjustment factor will be completely replaced by the final calendar year 2024 risk scores, which will be stratified by Contractor and calculated with data from all members enrolled as of March 2024 and September 2024, using experience from the 12 months prior to each of the snapshot dates. In aggregate, final 2024 risk scores will represent the average acuity of members enrolled with each Contractor during the rating period. This calculation and adjustment will be made at the sole discretion of the State. The State reserves the right to base the acuity adjustment applied for CY 2024 on enrollment from months other than March 2024 and September 2024, if it is determined that using different months may better represent the average acuity of each Contractor's members enrolled during the full rating period.

For each set of risk scores above, claims run-out will be limited to an equal number of months in order to provide consistency between time periods. The run-out period shall be determined at the sole discretion of the State. Benefit costs developed from the rate setting base data will be adjusted to reflect the change in morbidity from the base data year to 2022 with an additional adjustment for expected, future acuity changes (initial rates) and then ultimately calendar year 2024 (final rates).

For 2025 rates – Retroactive Acuity Adjustment
For each rate group, base risk scores will be developed using aggregate experience from the capitation rate base data period from all contractors, using data from members enrolled during the base data period. For continuing contractors, initial average risk scores stratified by Contractor will be developed with data from each Contractor's members during December 2023 using experience from the 12 months prior. For all contractors, these initial risk scores will be completely replaced by the final calendar year 2025 risk scores, which will be stratified by Contractor and calculated with data from all members enrolled as of June 2025, using experience from the 12 months prior to the snapshot date. In aggregate, final 2025 risk scores will represent the average acuity of members enrolled with each Contractor during the rating period. This calculation and adjustment will be made at the sole discretion of the State. The State reserves the right to base the acuity adjustment applied for CY 2025 on enrollment from months other than June 2025, if it is determined that using different months may better represent the average acuity of each Contractor's members enrolled during the full rating period.

For each set of risk scores above, claims run-out will be limited to an equal number of months in order to provide consistency between time periods. The run-out period shall be determined at the sole discretion of the State. Benefit costs developed from the rate setting base data will be adjusted to reflect the change in morbidity from the base data year to 2023 (initial rates) and ultimately calendar year 2025 (final rates).

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 6C
CAPITATION RATES

For 2026 rates – Retroactive Risk Adjustment
In the CY 2026 rates, a preliminary risk adjustment process is applied. For each rate group, member level risk scores from the 2024 rate amendment rates were developed using claims experience from September 1, 2023 through August 31, 2024 and paid through November 30, 2024. These member level risk scores were aggregated using membership as of a July 2025 enrollment snapshot. Risk scores will be applied to capitation rates in a matter that is cost neutral within each rate group based on the selected enrollment snapshot of July 2025.

For the CY 2026 rate amendment, these initial risk scores will be completely replaced in a rate amendment by the retroactive CY 2026 risk scores, which will be calculated with data from all members enrolled as of a snapshot date to be determined by the State. This calculation and adjustment will be made at the sole discretion of the State.

Note on Incentive Payment Withholding:
The capitation rates listed in this exhibit do not reflect any withhold amounts. FSSA will withhold a portion of the approved capitation payments from the Contractor on the following schedule:

- Year 1, 2023 – one point eight zero percent (1.80%)
- Year 2, 2024 – one point eight five percent (1.85%)
- Year 3, 2025 – one point nine zero percent (1.90%)
- Year 4, 2026 – one point nine five percent (1.95%)

The percentage withholding will increase in future Contract years, as listed in Exhibit 2.D, the Contract Compliance and Pay for Outcomes Contract Exhibit. Withhold payments will be calculated as set forth in Section B of Exhibit 2.D, and the Contractor may be eligible to receive some or all of the withheld funds based on Contractor's performance in the areas outlined therein.

Note on Risk Corridor:
For calendar years 2023, 2024, 2025, and 2026 the State is implementing a two-sided risk corridor around the benefit cost portion of per member per month capitation rates. This risk corridor calculation shall be calculated separately for each Contractor, by program and year. The Contractor shall retain at most two percent (2%) of the overall gains or losses. The Contractor is at full risk for the first one point five percent (1.5%) of gains or losses. For gains and losses over one point five percent (1.5%) and up to two point five percent (2.5%) the State and Contractor shall share the risk evenly. Gains or losses above the first two point five percent (2.5%) revert to the State.

The targeted benefit cost shall be calculated by the State for each Contractor by program and year. The targeted benefit cost shall be calculated according to the method described in the actuarial certification for each applicable Contract year incorporated in this Contract by reference.

The actual benefit cost incurred by the Contractor shall include all regular medical expenditures in the encounter data. For sub-contracted services, only the amount paid to providers may be included; sub-contracted administrative costs are excluded. Expenditures will be evaluated net of selected costs, including third-party liability, pharmacy supplemental rebates, and net reinsurance recoveries. Benefit costs do not include non-encounterable data.

A reconciliation, to be calculated and finalized at the sole discretion of the State, will compare the actual per member per month benefit cost incurred by the Contractor to the targeted benefit cost, and result in a per member per month amount. The dollar value of the remittance is the product of the per member per month amount and the Contractor's calendar year member months.

The State shall perform an interim reconciliation of the calendar year 2023 risk corridor using claim experience with dates of service from January through June of calendar year 2023, allowing for runout through September 30, 2023. A full reconciliation of calendar year 2023 dates of service will occur using claim experience with runout through September 30, 2024.

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 6C
CAPITATION RATES

The calendar years 2024 and 2025 risk corridor reconciliation schedules will mirror the calendar year 2023 risk corridor reconciliation schedule. The 2026 risk corridor reconciliation schedule will not include an interim reconciliation and will only include the full reconciliation. The calendar year 2024 risk corridor will use the same methodology for determining the target benefit cost but use the calendar year 2024 capitation rates as a basis. The calendar year 2025 risk corridor will use the same methodology for determining the target benefit cost but use the calendar year 2025 capitation rates as a basis. The calendar year 2026 risk corridor will use the same methodology for determining the target benefit cost but use the calendar year 2026 capitation rates as a basis. The calendar years 2024, 2025, and 2026 risk corridors will have the same tiered structure and parameters as the calendar year 2023 risk corridor. Actual benefit cost will be defined in the same manner. Timing for the reconciliation will also be similar, with dates advanced one year for each new rate year.

Note on Calendar Year 2023 Capitation Rates:
No further adjustments to the Calendar Year 2023 capitation rates are anticipated.

2023 Hoosier Healthwise Capitation Rates
Effective January 1, 2023-May 31, 2023

All rates before adjustment for 1.80% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 1,052.50
Preschoolers	217.33
Children	156.44
Adolescents/Adults	209.91
Pregnant Females	278.16

Maternity Case Rate	$ 9,650.61

Package C Rates

Category	Statewide Rate
Newborns	$ 376.13
Preschoolers	235.94
Children	170.62
Adolescents	241.92

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 6C
CAPITATION RATES

2023 Hoosier Healthwise Capitation Rates
Effective June 1, 2023-December 31, 2023

All rates before adjustment for 1.80% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 1,055.16
Preschoolers	244.08
Children	168.74
Adolescents/Adults	213.19
Pregnant Females	300.48

Maternity Case Rate	$ 9,674.06

Package C Rates

Category	Statewide Rate
Newborns	$ 377.06
Preschoolers	295.67
Children	184.33
Adolescents	247.76

Note on Calendar Year 2024 Capitation Rates:
No further adjustments to the Calendar Year 2024 rates are anticipated.

2024 Hoosier Healthwise Capitation Rates
Effective January 1, 2024-May 31, 2024

All rates before adjustment for 1.85% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 1,053.16
Preschoolers	214.85
Children	178.69
Adolescents/Adults	227.86
Pregnant Females	407.54

Maternity Case Rate	$ 9,317.80

Package C Rates

Category	Statewide Rate
Newborns	$ 376.68

Docusign Envelope ID: A0CA1BDE-3725-4519-A1CC-F7AFCE17623C

EXHIBIT 6C
CAPITATION RATES

Preschoolers	256.67
Children	197.93
Adolescents	229.71

2024 Hoosier Healthwise Capitation Rates
Effective June 1, 2024-December 31, 2024

All rates before adjustment for 1.85% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 1,055.63
Preschoolers	216.33
Children	183.14
Adolescents/Adults	225.09
Pregnant Females	427.14

Maternity Case Rate	$ 9,307.92

Package C Rates

Category	Statewide Rate
Newborns	$ 377.55
Preschoolers	258.97
Children	194.91
Adolescents	234.64

Note on Calendar Year 2025 Capitation Rates:
The following rate adjustments are anticipated at a future time, but are not reflected in the capitation rates documented in this section:

- Adjustment to reflect updates made to the State-directed outpatient hospital fee schedule for CY 2025
- Adjustment to reflect any State-directed Hospital Assessment Fee (HAF) fee schedule changes that become effective during CY 2025
- Adjustment to reflect State-directed fee schedule changes for non-HAF facilities effective CY 2025
- Adjustment to reflect any State-directed PFAC fee schedules during CY 2025
- Adjustment to refine impacts from new professional and ancillary State-directed fee schedules that are expected to be implemented for CY 2025
- Adjustment to reflect any other changes made to State-directed fee schedules during CY 2025
- Adjustment to apply retrospective acuity adjustment based on actual 2025 risk scores
- Adjustment to reflect expected changes in per member per month costs due to implementation of Indiana's Certified Community Behavioral Health Clinic Demonstration Program

2025 Hoosier Healthwise Capitation Rates

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EXHIBIT 6C
CAPITATION RATES

Effective January 1, 2025-December 31, 2025

All rates before adjustment for 1.90% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 1,090.38
Preschoolers	219.15
Children	190.71
Adolescents/Adults	233.09
Pregnant Females	358.55

Maternity Case Rate	$ 8,720.31

Package C Rates

Category	Statewide Rate
Newborns	$ 389.86
Preschoolers	250.28
Children	208.63
Adolescents	233.78

Note on Calendar Year 2026 Capitation Rates
The following rate adjustments are anticipated at a future time, but are not reflected in the capitation rates documented in this section:

- Adjustment to reflect any State-directed Hospital Assessment Fee (HAF) fee schedule changes effective during CY 2026
- Adjustment to reflect any State-directed fee schedule changes for non-HAF facilities effective during CY 2026
- Adjustment to reflect any State-directed PFAC fee schedule changes effective during CY 2026
- Adjustment to reflect any State-directed professional and ancillary fee schedule changes effective during CY 2026
- Adjustment to apply retrospective risk adjustment
- Adjustment to reflect any MCE closures
- Adjustment to reflect estimated changes to Applied Behavioral Analysis (ABA) fee schedule and estimated utilization management (UM) guidelines effective in CY 2026

2026 Hoosier Healthwise Capitation Rates
Effective January 1, 2026-December 31, 2026

All rates before adjustment for 1.95% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 1,062.88
Preschoolers	261.91
Children	214.88

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EXHIBIT 6C
CAPITATION RATES

Adolescents/Adults	267.26
Pregnant Females	392.62

Maternity Case Rate	$ 10,371.70

Package C Rates

Category	**Statewide Rate**
Newborns	$ 442.57
Preschoolers	316.72
Children	236.17
Adolescents	304.81