Attachment #3: University of New Mexico State Coverage Insurance Program

This Addendum to the Medicaid Managed Care Service Agreement ("Attachment") is made and entered into as of July 1, 2012 by and between the State of New Mexico, Human Services Department and Molina Healthcare of New Mexico hereinafter referred to as "Contractor".

WHEREAS, CONTRACTOR was selected by HSD/MAD in connection with a Request For Proposals process as a party to participate in the Salud! and State Coverage Insurance (SCI) Programs and the parties entered into a Managed Care Services Agreement No. 13-630-8000-0011 PSC ("Agreement") for the performance of such services; and

WHEREAS, CONTRACTOR and HSD/MAD have agreed pursuant to this Attachment to clarify the parties' rights and obligations under the Agreement and in connection with the University of New Mexico State Coverage Insurance program.

NOW THEREFORE, the parties do hereby agree to the following:

I.   DEFINITIONS

A.   **UNM Provider Network** means the affiliated primary care clinics, health sciences center and other providers with whom the CONTRACTOR has service agreements through the Molina- University of New Mexico agreement

B.   **Program** means the program created by this Agreement to enroll SCI-eligible individuals into the UNM Provider Network as defined here pursuant to the SCI Program.

C.   **Program-Eligible Individuals** means residents of the Service Area who meet specified eligibility criteria agreed upon by the parties, including but not limited to the following:

   1.   Income (as defined by the HSD/MAD) must be below 200 percent of the federal poverty limit or as described in NMAC 8.262.500.

   2.   U.S. citizenship or legal resident alien status for at least five (5) years per Medicaid guidelines including compliance with The Deficit Reduction Act of 2005.

   3.   No voluntary drop of insurance coverage within the six months prior to enrollment.

   4.   Not currently employed by an employer participating in the SCI demonstration program.

D.   **Service Area** means the area in which UNM has service providers.

II.   SCOPE OF WORK

HSD/MAD and the CONTRACTOR wish to work together to coordinate the SCI Program and optimize resources to improve the health status of currently uninsured New Mexicans;

The CONTRACTOR agrees to provide health care services through the University of New Mexico Health Sciences Center under this Agreement pursuant to the provisions of that agreement except where otherwise specified in this Agreement; and

The CONTRACTOR is ready, willing and able to coordinate and provide health care services through the services provided by the University of New Mexico Health Sciences Center (UNM) for certain of the SCI eligible population within its Service Area.

A.   HSD/MAD RESPONSIBILITY:

1.   Conduct limited Medicaid/SCHIP regulation training for the CONTRACTOR's staff to enhance Program compliance.

2.   Process enrollment applications received from the CONTRACTOR and make final determinations with regard to whether applicants qualify for coverage under the Program within 45 days of application.

3.   Establish and maintain SCI eligibility information after receipt of application and issue notification to CONTRACTOR of eligibility status.

4.   Compensate the CONTRACTOR for this Program as specified in Rate Sheet Reimbursement.

B.   CONTRACTOR RESPONSIBILITIES:

1.   Provide to Program enrollees, directly or through contractual relationships with other providers in the UNM Provider Network, or outside the UNM Provider Network if services are not available in the UNM Provider Network, the services included in the health care benefits package as outlined in Attachment 2, SCI Benefits/Services. Value added services may be voluntarily provided in accordance with Article 2, Scope of Work, Section 18.

2.   Maintain its Provider Network, as appropriate, to include UNM providers as well as additional subcontracting with community-based federally qualified health centers (FQHCs) and/or other providers selected and deemed necessary by the CONTRACTOR with the HSD/MAD's approval to provide health care services to Program enrollees. All agreements with subcontractors shall be in writing, shall be consistent with this Agreement, and shall be approved by the HSD/MAD.

3. Assign enrolled individuals to a primary care provider from within the UNM Provider Network.

4. Facilitate enrollment by performing the following functions:

    a. Assist applicants in completing the application and collect the appropriate verifications for income, residency, citizenship, and immigration status. During this process, the CONTRACTOR will also screen applicants for any third party payor source, including health insurance coverage that was involuntarily terminated within the prior six-month period.

    b. Review all applications, making preliminary determinations regarding eligibility for the Program or for Medicaid/SCHIP. In order to perform this function accurately, CONTRACTOR shall:

        i. Require MOSAA training and certification for all eligibility workers, including eligibility workers employed by CONTRACTOR'S Provider Network subcontractors, to determine eligibility for the Program and to assure that program enrollees do not qualify for traditional Medicaid programs.

        ii. Screen applicants for eligibility. If the applicant appears to be eligible for traditional Medicaid, the CONTRACTOR will complete the Medicaid application and/or make the appropriate referrals to other programs such as Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI).

        iii. Forward completed applications, including preliminary determinations regarding eligibility for Medicaid, SCHIP or the Program, to the HSD/MAD or their designee for final eligibility determinations. Enrollment of eligible individuals into the Program shall be the first day of the first full month following month in which the application is approved by HSD/MAD.

        iv. Maintain current enrollment lists, copies of applications and narratives as required by the HSD/MAD.

        v. Nothing in the section will prohibit CONTRACTOR from delegating enrollment tasks to UNM.

        vi. The HSD/MAD will retain oversight responsibility related

to eligibility functions as described herein.

5.   The CONTRACTOR will be assigned a unique provider number to ensure separate identification of the membership for the Program.

6.   Separate cohorts and corresponding rates as indicated in the UNM/Molina rate sheet shall be maintained for the Program.

7.   Separate potential enrollee file, reverse roster submissions, required HSD/MAD reports, enrollment file, encounter submissions and other related reporting and submission functions will occur under separate identifiable provider identification numbers.

8.   CONTRACTOR shall maintain identifiers in all reports as agreed upon to identify the UNM population.

9.   Capitation payment for the Program will be made under a separate and unique provider identification number.

10.   The CONTRACTOR's responsibilities set forth in this Agreement are subject to revision as a result of changes in the Special Terms and Conditions of the federal waivers that authorize the administration of the SCI program or any other material changes in federal, state or local laws, regulations and policies.

C.   FINANCIAL REPORTING

1.   CONTRACTOR shall submit quarterly revenue and expense reports specific to the UNM SCI population that must include the following direct service costs:

> inpatient hospitalization, outpatient hospitalization, professional services, emergency room, auxiliary services including laboratory and radiology, ambulance, pharmacy and other costs.

2.   Administrative services should be reported separately and not include direct services.

D.   SUBCONTRACTING/CONTRACTING

The CONTRACTOR shall make every effort to use UNM provider network as subcontractor(s) to deliver services pursuant to this Agreement. The CONTRACTOR shall not use other means to provide services within a given community unless and until the CONTRACTOR proves, to the HSD/MAD's satisfaction, that suitable local entities do not exist within that community.