

Appendix N

New York City Specific Contracting Requirements

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1. General

- a) In New York City, the Contractor will comply with all provisions of the main body and other Appendices of this Agreement, except as otherwise expressly established in this Appendix.
- b) This Appendix sets forth New York City Specific Contracting Requirements and contains the following sections:

- N.1 Compensation for Public Health Services
 - N.2 Coordination with DOHMH on Public Health Initiatives
 - N.3 Benefits
 - N.4 Additional Reporting Requirements
 - N.5 Quality Management
 - N.6 New York City Additional Marketing Guidelines
 - N.7 Member Services and Member Retention
 - N.8 Guidelines for Processing Enrollments and Disenrollments in New York City
 - N.9 New York City Transportation Policy Guidelines
- Schedule 1 DOHMH Public Health Services Fee Schedule

N.1

Compensation for Public Health Services

1. The Contractor shall reimburse DOHMH at the rates contained in Schedule 1 of this Appendix for Enrollees who receive the following services from DOHMH facilities, except in those instances where DOHMH may bill Medicaid fee-for-service.
 - a) Diagnosis and/or treatment of TB
 - b) HIV counseling and testing that is not part of an STD or TB visit
 - c) Adult and child immunizations
 - d) Dental services
 - e) STD lab test(s)

2. Notwithstanding Sections 10.18 (a) (ii) (C) and (b) (ii)(C) of this Agreement, the following requirements concerning Contractor notification and documentation of services shall apply in New York City:
 - a) DOHMH shall confirm the Enrollee's membership in the Contractor's MMC product on the date of service through EMEDNY prior to billing for these services.
 - b) DOHMH must submit claims for services provided to Enrollees no later than one year from the date of service.
 - c) The Contractor shall not require pre-authorization, notification to the Contractor or contacts with the PCP for the above mentioned services.
 - d) DOHMH shall make reasonable efforts to notify the Contractor that it has provided the above mentioned services to an Enrollee.

N.2

Coordination with DOHMH on Public Health Initiatives

1. Coordination with DOHMH

- a) The Contractor shall provide the DOHMH with existing information requested by DOHMH to conduct epidemiological investigations.

2. Provider Reporting Obligations

- a) The Contractor shall make reasonable efforts to assure timely and accurate compliance by Participating Providers with public health reporting requirements relating to communicable disease and conditions mandated in the New York City Health Code pursuant to 24 RCNY §§ 11.03 -11.07 and Article 21 of the NYS Public Health Law.
- b) The Contractor shall make reasonable efforts to assure timely and accurate compliance by Participating Providers with other mandated reporting requirements, including the following:
 - i) Infants and toddlers suspected of having a developmental delay or disability;
 - ii) Suspected instances of child abuse;
 - iii) Immunization (reporting to immunization registry); and
 - iv) Additional reporting requirements adopted by the New York City Health Code
- c) “Reasonable efforts” shall include:
 - i) For mandated reporting requirements described in paragraphs (2)(a) and (2)(b) above:
 - A) Educating Participating Providers on treatment guidelines and instructions for reporting included in the NYC DOHMH *Compendium of Public Health Requirements and Recommendations*.
 - B) Including reporting requirements in the Contractor’s provider manual or other written instructions or guidelines.
 - ii) For mandated reporting requirements described in paragraph (2)(a) above:
 - A) Letters from the Contractor to Participating Providers who generated claims that suggest that an Enrollee may have a reportable disease or condition, encouraging such providers to report and providing information on how to report.
 - B) Other methods for follow up with Participating Providers, subject to DOHMH approval, may be employed.

3. Matching to Registries

- a) The Contactor shall participate in matches of its Enrollees to the DOHMH immunization and lead registries through submission of files in formats specified by DOHMH Immunization and Lead Poisoning Prevention Programs.
 - i) Matches to the Citywide Immunization Registry shall occur, at a minimum, twice a year, in April and October, but may occur more frequently at the Contractor's discretion. The file matches which occur in April and October will include all children aged 9 through 36 months who are enrolled in the Contractor's MMC Product at the time of the match, regardless of the children's length of Enrollment in the Contractor's MMC Product. Additional file matches, done at the discretion of the Contractor, may include any group of children currently enrolled in the Contractor's MMC Product at the time of the match and may be done at any time of year.
 - ii) Matches to the Citywide Immunization Registry for adolescents shall occur once a year at a minimum in July, but may occur more frequently at the Contractor's discretion. The file matches will include adolescents who turn 12 years old in the year of the match and those 12 through 18 years old who are enrolled in the Contractor's MMC Product at the time of the match, regardless of the adolescent's length of Enrollment in the Contractor's MMC Product. Additional file matches, done at the discretion of the Contractor, may include any group of adolescents currently enrolled in the Contractor's MMC Product at the time of the match and may be done at any time of year.
 - iii) Matches to the City Lead Registry shall occur at least twice a year, but may occur more frequently as agreed by both the Contractor and the DOHMH Lead Poisoning Prevention Program. Files for these matches shall be submitted in February and September, and will include all children 9 to 36 months of age who are enrolled in the Contractor's MMC Product at the time of the match, regardless of the children's length of Enrollment in the Contractor's MMC Product.

The Contractor shall report back to DOHMH in those instances where DOHMH has identified a child as not tested but the Contractor subsequently determines the child has been tested.

- b) Formats for reports from the DOHMH to the Contractor based on these matches shall be developed by the DOHMH upon thirty days written notice to the Contractor.
- c) The Contractor will follow up with Participating Providers of Enrollees and Enrollees who have not been appropriately immunized or screened for lead poisoning to facilitate provision of appropriate services. Results of the Contractor's follow-up efforts (the percent of children initially identified as lacking immunization and or lead screening who subsequently received these services) shall be submitted to the DOHMH six months after receipt of the DOHMH report on children needing

services, in a format developed by DOHMH upon thirty days written notice to the Contractor.

- d) The following provisions regarding confidentiality shall apply:
- i) Consistent with the New York City Health Code §11.07 (c) and (d), the Contractor and DOHMH shall keep confidential all identifying information provided by the DOHMH and not further disclose to any other person or entity such identifying information unless compelled by law to disclose such identifying information, except as provided in provided in paragraph 3(c) above.
 - ii) The Contractor shall notify the DOHMH Office of General Counsel for Health in writing, of the receipt of any document seeking disclosure of identifying information that is not accompanied by a written consent from the parent or guardian of an Enrollee authorizing the disclosure of such identifying information as follows:
 - A) Such notice shall be given not later than five days prior to the date on which a disclosure is required by a subpoena, court order or other document, and shall attach a copy of the document requesting identifying information.
 - B) If a subpoena, court order or other document requests disclosure to be made within five days or less after its receipt by the Contractor, the Contractor shall provide DOHMH with such notice as far in advance of the disclosure date as possible, but in no circumstance shall the Contractor make such disclosure without prior notice to the DOHMH.
 - C) The Contractor acknowledges that DOHMH may elect to seek a court order prohibiting the disclosure of identifying information when it deems it appropriate to do so, and consents to DOHMH's intervention in any proceeding, including, but not limited to any judicial proceeding, that seeks the disclosure of identifying information.

4. Enrollee Outreach/Education

- a) The Contractor shall provide health education to Enrollees on an on-going basis through methods such as distribution of Enrollee newsletters, health education classes or individual counseling on preventive health and public health topics. Each topic below shall be covered at least once every two years.
 - i) HIV/AIDS
 - A) Encourage Enrollee counseling and testing
 - B) Inform Enrollees as to availability of sterile needles and syringes
 - ii) STDs
 - A) Inform Enrollees that confidential STD services are available at DOHMH facilities for non-enrolled sexual and needle-sharing partners at no charge
 - iii) Lead poisoning prevention

- iv) Maternal and child health, including importance of developmental screening for children
- v) Injury prevention, including age appropriate anticipatory guidance
- vi) Domestic violence
- vii) Smoking cessation
- viii) Asthma
- ix) Immunization
- x) Mental health services
- xi) Diabetes
- xii) Family planning
- xiii) Screening for Cancer
- xiv) Chemical Dependence
- xv) Physical fitness and nutrition
- xvi) Cardiovascular disease and hypertension

5. Provider Education

- a) DOHMH shall prepare a public health compendium (“Compendium”) with public health guidelines, protocols, and recommendations which it shall make available directly to Participating Providers and to the Contractor.
- b) The Contractor shall adapt public health guidance from the Compendium for its internal protocols, practice manuals and guidelines.
- c) The Contractor will assist DOHMH in its efforts to disseminate electronic materials to its Participating Providers by providing electronic addresses if known by Contractor (fax and/or e-mail) for its Participating Providers, updated semi- annually.
- d) The Contractor shall promote the use of rapid HIV testing among its Participating Providers.

6. MCO Staff Responsibilities and Training

- a) Early Intervention Services
 - i) The Contractor shall ensure that appropriate MCO staff, such as member services staff and case managers are knowledgeable about early intervention services and provide technical assistance and consultation to Enrollees concerning early intervention services (including eligibility, referral process and coordination of services).
- b) Domestic Violence
 - i) The Contractor shall designate a domestic violence coordinator who can:
 - A) Provide technical assistance to Participating Providers in documenting cases of domestic violence;

- B) Provide referrals to Enrollees or their Participating Providers, to obtain protective, legal and or supportive social services; and
 - C) Provide consultative assistance to other staff within the Contractor's organization.
- ii) The Contractor shall distribute a directory of resources for victims of domestic violence to appropriate staff, such as member services staff or case managers.

7. Medical Directors

- a) The Contractor's Medical Director shall participate in Medical Directors' Meetings with the medical directors of the other MCOs participating in the MMC Program in New York City and representatives of the New York City Department of Health and Mental Hygiene. The purpose of the Medical Directors' Meetings shall be to share public health information and data; recommend that certain public health information be disseminated by the MCOs to their Participating Providers; discuss public health strategies and outreach efforts and potential collaborative projects; encourage the development of MCO policies that support public health strategies; and provide a vehicle for communication between the MCOs participating in the MMC Program and the various bureaus and divisions of the NYC Department of Health and Mental Hygiene.
- b) The Contractor's Medical Director shall attend all periodic meetings, which shall not exceed one every two months. In the event that the Medical Director is unable to attend a particular meeting, the Contractor will designate an appropriate substitute to attend the meeting.
- c) DOHMH, following consultation with the Medical Directors, may create workgroups on particular public health topics. The Contractor's Medical Director may participate in any or all of the workgroups, but shall participate in at least one of the designated workgroups.

8. Take Care New York

- a) The Contractor shall:
 - i) Educate Enrollees regarding prevention and treatment of diseases and conditions included in the Take Care New York initiative (TCNY);
 - ii) Disseminate TCNY health passports or materials containing similar content approved by DOHMH to Enrollees;
 - iii) Disseminate reminders to obtain recommended health screenings at age appropriate intervals to Enrollees; and

- iv) Educate Participating Providers on recommended clinical guidelines regarding prevention and treatment/management of diseases and conditions described in the TCNY initiative.
- b) The Contractor shall select one condition during the contract term from the TCNY initiative and perform the following:
 - i) Identify Enrollees with the condition using information from multiple sources (e.g., utilization data, including hospitalizations and ER visits; provider referrals; new Enrollee screenings using tools consistent with standard medical practice; self-referrals by Enrollees)
 - ii) Develop and submit to DOHMH for approval a proposal to improve receipt of preventive services for such condition. Proposals will include establishment of a baseline of current utilization rates using, where appropriate, screening tools approved by the Department; implementation of a program to improve delivery and or/receipt of services; and an evaluation of program effectiveness using process and outcome indicators approved by the Department. Studies based on these proposals shall be completed within the contract term with interim progress reports submitted to DOHMH in accordance with a schedule established by DOHMH.
- c) The Contractor shall, upon request by DOHMH, participate in one or more TCNY workgroups or other activities sponsored by the DOHMH.

9. Participation in DOHMH public health detailing campaigns

- a) The Contractor shall participate in a minimum of 4 DOHMH public health detailing campaigns (e.g. depression screening, colonoscopy) in high-need neighborhoods designated by DOHMH including the South Bronx, East and Central Harlem, and North and Central Brooklyn by providing DOHMH with a list of affiliated network providers that would benefit from such detailing and a description of the criteria used to select these providers.
- b) For one detailing campaign selected by the Contractor, the Contractor shall collaborate with the Department in an evaluation of the impact of that detailing on provider practice in the detailed neighborhood.

N.3 Benefits

1. Transitional Home Health Services Pending Placement in Personal Care Agency Services

- a) Transitional home health services are home health services as defined in Appendix K of this Agreement provided by the Contractor to an MMC Enrollee as defined in paragraph b) below, while the Human Resources Administration's (HRA) determination regarding a request for the provision of personal care agency services to the Enrollee is pending. Transitional home health services are available to MMC Enrollees in addition to the home health care services otherwise covered under the Benefit Package as medically necessary.
- b) The Contractor shall be responsible for providing transitional home health services as follows:
 - 1) For MMC Enrollees discharged from a hospital or RHCF and for whom personal care agency services have been requested by the hospital/RHCF discharge planner, the Contractor must provide transitional home health services beginning on the date of discharge and ending on *either* the date the HRA makes a determination on the request for personal care agency services *or* thirty (30) days after receipt by the HRA of the completed form (commonly referred to as the M11Q) required for initiation of the review of personal care agency services, whichever is sooner. In no instance will the Contractor be responsible for providing the Enrollee with transitional home health services beyond 45 days of service.
 - 2) For MMC Enrollees who have been receiving home health care services in the community and for whom personal care agency services have been ordered by the Enrollee's physician, the Contractor must provide transitional home health services beginning on the day following the last day that the Contractor approved home health care services to be medically necessary and ending on *either* the date the HRA makes a determination on the request for personal care agency services *or* thirty (30) days after receipt by the HRA of the completed form (commonly referred to as the M11Q) required for initiation of the review of personal care agency services, whichever is sooner. In no instance will the Contractor be responsible for providing the Enrollee with transitional home health services beyond 45 days of service.
- c) Transitional home health services shall not be available if the MMC Enrollee was in receipt of personal care agency services prior to his/her admission to a hospital or RHCF and both of the following circumstances exist:
 - 1) The MMC Enrollee was in a hospital and/or RHCF for a cumulative total of fewer than thirty (30) consecutive days; and

- 2) The MMC Enrollee requires the same level and hours of personal care agency services upon discharge.
- d) The Contractor shall provide reasonable assistance as requested regarding the completion of forms required by the Human Resources Administration to initiate the review of a request for personal care agency services. Such form, commonly referred to as the M11Q, requires physician orders, signed by the licensed physician, to be received by HRA within thirty (30) calendar days of the physician's examination.

N.4

Additional Reporting Requirements

1. DOHMH, will provide Contractor with instructions for submitting the reports required by paragraphs 4(c) and (d) below. These instructions shall include time frames, and requisite formats. The instructions, time frames and formats may be modified by DOHMH upon sixty (60) days written notice to the Contractor.
2. The Contractor shall submit reports that are required to be submitted to DOHMH by this Agreement electronically.
3. The Contractor shall pay liquidated damages of \$500 to DOHMH for any report required by paragraphs 4(c) and (d) below which is materially incomplete, contains material misstatements or inaccurate information or is not submitted on time in the requested format. The DOHMH shall not impose liquidated damages for a first time infraction by the Contractor unless DOHMH deems the infraction to be a material misrepresentation of fact or the Contractor fails to cure the first infraction within a reasonable period of time upon notice from the DOHMH. Liquidated damages may be waived at the sole discretion of DOHMH.
4. The Contractor shall submit the following reports to DOHMH:
 - a) The Contractor shall provide DOHMH with all reports submitted to SDOH pursuant to Sections 18.5(a)(i), (ii), (vi), (vii), and (xii) of this Agreement.
 - b) Upon request by DOHMH, the Contractor shall submit to DOHMH reports submitted to SDOH pursuant to Section 18.5(a)(iii); and Section 18.5(xi) and/or Section 23.2 of this Agreement.
 - c) To meet the appointment availability review requirements of Section 18.5(a)(ix), the Contractor shall conduct a service area specific review of appointment availability for two specialist types, to be determined by DOHMH, semi-annually. Reports on the results of such surveys must be kept on file by the Contractor and be readily available for review by SDOH and DOHMH, and submitted to the DOHMH
 - d) Upon request by the DOHMH, the Contractor shall prepare and submit other operational data reports. Such requests will be limited to situations in which the desired data is considered essential and cannot be obtained through existing Contractor reports. Whenever possible, the Contractor will be provided with ninety (90) days notice and the opportunity to discuss and comment on the proposed requirements before work is begun. However, the DOHMH reserves the right to give thirty (30) days notice in circumstances where time is of the essence.

N.5

Quality Management

1. The Contractor's quality management program, as approved by SDOH, must be kept on file with the DOHMH. The Contractor shall notify the DOHMH when it modifies its quality management program.

N.6

New York City Additional Marketing Guidelines

1. Prior Approvals

a) Definitions

- i) “Marketing materials” shall mean all materials, including but not limited to letters, notices, print advertising, broadcast media, posters, billboards, vehicle signage, printed publications, electronic and web based messages which have the purpose or effect of “marketing” as defined in Section 1 of the Agreement.
- b) In addition to the Marketing submission and approval requirements of Section 11 and Appendix D of this Agreement, the Contractor shall submit simultaneously to DOHMH and SDOH for review and prior approval, in consultation with SDOH, the following:
 - i) The Contractor’s Marketing plan;
 - A) The Contractor must have on file with DOHMH an approved Marketing plan describing the Contractor’s marketing activities and venues prior to the contract award date or before Marketing and Enrollment begin whichever is sooner. Subsequent changes to the Marketing plan must be submitted to the SDOH and DOHMH for approval at least 60 days before implementation.
 - B) The Marketing plan shall include a copy of the training curriculum for personnel performing marketing and a description of the following:
 - i) job titles, job descriptions and minimum qualifications for personnel performing marketing;
 - ii) monitoring plan to assure compliance with marketing policies and procedures, including disciplinary action for non-compliance;
 - iii) outreach plan, including any agreements/contracts with community based organizations and linkages with city agencies to target potential areas of the City and Enrollee populations for public health insurance.
 - ii) A copy of all Contractor written policies and procedures related to Marketing to Prospective Enrollees in New York City.
 - iii) A copy of all Marketing materials and scripts for Marketing presentations in New York City;
 - a) Marketing materials disseminated by Participating Providers to their patients must be pre-approved by DOHMH.

- b) Marketing materials that are targeted solely to New York City including electronic and web based messages which have the purpose or effect of marketing as defined in Section 1 of the Agreement.

2. Reporting

- a) The Contractor shall provide DOHMH with an electronic copy of all reports submitted to SDOH relating to marketing and facilitated enrollment staffing for Medicaid, Child Health Plus and FHPlus products.

3. Marketing Activities

The following shall apply in New York City:

- a) The Contractor is limited to using one vehicle per borough for marketing and facilitated enrollment. Vehicles include recreational vehicles, trailers, cars, SUVs and vans.
- b) The Contractor is prohibited from deploying vehicles in zipcodes in which the Contractor has a Community Enrollment Office, subject to any exceptions delineated in the Marketing Vehicle Protocol issued by DOHMH.
- c) Vehicles are not permitted to be deployed within a two block radius of another MCO's Community Enrollment Office.
- d) Vehicles shall not be used in restricted areas, as designated by DOHMH.
- e) The Contractor shall comply with the Marketing Vehicle Protocol issued by the DOHMH, as amended from time to time.

4. Marketing Schedules

- a) Contractor shall submit to the DOHMH, a bi-monthly schedule of all Marketing activities in accordance with instructions for submitting the schedule and requisite formats provided by DOHMH. The instructions, time frames and formats may be modified by DOHMH with thirty days prior notice to the Contractor.
- b) Contractor shall submit electronically a monthly schedule of all intended marketing activities within HRA sites to both HRA and DOHMH.
- c) DOHMH may, in its sole discretion, waive the reporting of certain activities.

5. Marketing Materials

- a) The Contractor shall ensure that Marketing brochures or similar materials that describe Contractor services, benefits and enrollment shall contain the following information:

- i) Contractor's name and toll free telephone number and TTY
 - ii) A contact telephone number for New York Medicaid CHOICE
 - iii) The Potential Enrollee has a choice among several alternative MCOs in his or her neighborhood
 - iv) The Potential Enrollee will have a choice among at least three Primary Care Providers
 - v) Upon Enrollment in an MCO's MMC Product, the Enrollee will be required to use his or her Primary Care Provider and other MCO Participating Providers exclusively for medical care, except in certain limited circumstances
 - vi) Upon Enrollment in an MCO's MMC Product, the Enrollee will have 90 days to disenroll without cause, and thereafter will not be allowed to disenroll or transfer without good cause for the next nine months
 - vii) Newborns will automatically be enrolled in the mother's MCO's MMC Product
 - viii) Language advising Prospective Enrollees to verify with the provider of their choice that the provider participates in the Contractor's network and is available to serve the Enrollee
 - ix) If the Contractor does not include Family Planning and Reproductive Health services in its Benefit Package, the Marketing brochure must tell Prospective Enrollees that:
 - A) Certain Family Planning and Reproductive Health services (such as abortion, sterilization and birth control) are not covered by the Contractor;
 - B) Such services may be obtained through fee-for-service Medicaid from any provider who accepts Medicaid; and
 - C) No referral is needed for such services and that there will be no cost to the Enrollee for such services.
- b) Foreign language translations of Marketing materials need not be independently reviewed by DOHMH if the Contractor submits a letter by the translation service attesting that it has used its best efforts to accurately translate the Marketing material into the specified languages. At a minimum, the translation service must perform a reverse translation, (translate the foreign language version back into English and compare to original document). Translated materials must meet the readability standards described in Section 13.8 of this Agreement.

6. Marketing Encounters

- a) Marketing encounters must clearly inform Potential Enrollees of the Partnership Plan policies described in paragraphs (5)(a)(iii) through (ix) above, in addition to meeting any other information requirements of Section 11.1 and Appendix D of this Agreement.
- b) Marketing Representatives shall ask Prospective Enrollees whether they are currently enrolled in another MCO's MMC Product, and shall not market to persons who are enrolled in another MCO's MMC Product.

- c) Marketing Representatives must give a copy of the document, “What Managed Care Plans are Available in My Neighborhood” to Prospective Enrollees at each Marketing encounter.
- d) Marketing Representatives shall ask Prospective Enrollees whether they currently have a provider whom they would like to continue to see, and shall assist him or her in making sure that this provider participates in the Contractor’s network.
- e) Marketing Representatives shall give a business card, identifying the name of the representative, the name of the Contractor, and a telephone contact number (which may be the Contractor’s member services number) to each Prospective Enrollee so that he or she may ask follow-up questions. In the alternative, the Marketing Representative may have this information printed or stamped on the Contractor’s Marketing flyers or brochures that are distributed to each Prospective Enrollee.
- f) Marketing Representatives shall inform Prospective Enrollees that upon Enrollment they shall receive either a phone call or a welcome package from the Contractor to assess their health care needs and explain how to access Contractor services.

7. Marketing In HRA Facilities

- a) Contractor may conduct Marketing activities within HRA facilities with the prior approval of NYC HRA and must adhere to HRA procedures. HRA shall give Contractor an allotted number of allowable Marketing Representatives at each HRA facility, and Contractor shall not exceed this allotment. No other Marketing Representatives for Contractor may market within a two block perimeter of an HRA facility. Additionally, when a Medicaid community office is located in a hospital facility, Contractor may not market within 60 feet of the Medicaid community office. The Contractor is required to adhere to all HRA Marketing guidelines when marketing in HRA facilities. HRA has the right to suspend Marketing privileges within their facilities for failure to adhere to these guidelines.

8. Marketing Sites

- a) The Contractor may not market at sites that were not reported on its Marketing schedule to DOHMH.
- b) The Contractor shall not market in homeless shelters.
- c) The Contractor shall not market in low income housing projects unless permission is requested by the Contractor for a special event in the public areas of the project, and approval is received in writing from the facility, and a copy sent to DOHMH with the Marketing schedule.
- d) The Contractor shall not market within a two block perimeter of an HRA facility (except as authorized by paragraph 7 (a) of these guidelines).

- e) The Contractor may not market in the same room or immediate proximity of New York Medicaid CHOICE presentations.

9. Marketing Conduct

- a) All Marketing activities shall be conducted in an orderly, non-disruptive manner and shall not interfere with the privacy of Prospective Enrollees or the general community.

10. Marketing Representatives

- a) The Contractor's Marketing Representatives must attend Marketing training sessions provided by DOHMH, upon request from DOHMH.
- b) Marketing Representatives must wear visible badges with the name of the Contractor and the Marketing Representative's name during all Marketing activities.
- c) Marketing Representatives may not wear any additional identification badge from a Participating Provider or facility that is likely to confuse Enrollees or lead them to believe that the Marketing Representative is an employee of such organization. The Contractor shall obtain prior approval from DOHMH to wear identification badges bearing the name of any other organization.
- d) Marketing Representatives employed by a subcontractor of the Contractor or affiliated with a community based organization which performs outreach, education and Enrollment on behalf of the Contractor, shall attend a training session conducted by the Contractor consistent with the training curriculum approved by DOHMH.

11. Marketing Infractions

- a) In addition to the corrective and remedial actions specified in Section 11.5 of this Agreement, if the Contractor or its representative commits a repeat violation or an infraction which is not minor or unintentional, DOHMH may, following consultation with SDOH, impose liquidated damages of \$2000.00 for each such infraction. Imposition of liquidated damages shall be taken at the sole discretion of the DOHMH except that DOHMH shall not impose liquidated damages for any infraction of the Contractor where SDOH has imposed a monetary sanction.

N.7

Member Services and Member Retention

1) Member Services

- a) Member services staff designated by the Contractor shall attend DOHMH sponsored training on contract requirements related to member service functions.

2) Member Retention

- a) The Contractor shall submit an Enrollee retention plan to DOHMH and HRA annually, by December 1, which shall include a description of the Contractor's member retention strategy, including the following:
 - 1) annual member retention target;
 - 2) a description of activities undertaken by the Contractor for the purpose of improving retention;
 - 3) utilization of files from HRA regarding pending recertification of Enrollees or other satisfactory methods to identify Enrollees who are due for recertification;
 - 4) efforts to encourage completion of recertification packets by such Enrollees.
- b) The Contractor shall report quarterly to HRA and DOHMH on outreach and retention results in a format mutually agreed upon by the DOHMH and the Contractor.

N.8

Guidelines For Processing Of Enrollments and Disenrollments in New York City

1. Notwithstanding any contrary provisions in Appendix H, in New York City, Enrollment error reports are generated by the Enrollment Broker to the Contractor generally within 24-48 hours of Contractor Enrollment submissions and the Contractor is able to resubmit corrections via the Enrollment Broker before Roster pulldown. Changes in Enrollee eligibility or Enrollment status that occur prior to production of the monthly Roster are reported by the State to the Contractor with their rosters. Changes in Enrollee eligibility status that occur subsequent to production of the monthly Roster shall be reported by the Enrollment Broker by means of the electronic bulletin board. Reports of Disenrollments processed by the Enrollment Broker shall be reported to the Contractor as they occur by means of the electronic bulletin board. Reports of Disenrollments processed by HRA shall be reported to the Contractor manually as they occur or through the HPN. In the event that the electronic bulletin board notification process is not available for any reason, the Contractor shall use EMEDNY to verify loss of eligibility.
2. Paragraph 6(a)(iv) of Appendix H of this Agreement (LDSS responsibilities) is not applicable in New York City. In the event that an Enrollee loses Medicaid eligibility, the PCP Enrollment is left on the system and removed thereafter by SDOH if no eligibility reinstatement occurs.
3. Paragraph 3(d)(ii) of Appendix H of this Agreement is not applicable in New York City. The Contractor shall not send verification of the infant's demographic data to the HRA unless thirty days has expired since the date of birth and the Contractor has not received confirmation via the HPN of a successful Enrollment through the automated Enrollment system. When the thirty days has expired the Contractor shall, within 10 days, send verification of the infant's demographic data to the HRA including: the mother's name and CIN; and the newborn's name, CIN, sex and date of birth. Upon receipt of the data, if the Enrollment does not appear on the system, HRA will process the retroactive Enrollment.
4. In New York City, Enrollees may initiate a request for an expedited Disenrollment to the HRA. The HRA will expedite the Disenrollment process in those cases where: an Enrollee's request for Disenrollment involves an urgent medical need; the Enrollee is a homeless individual residing in the shelter system in New York City; the Enrollee has HIV, ESRD, or a SPMI/SED condition; the request involves a complaint of non-consensual Enrollment; or the Enrollee is certified blind or disabled and meets an exemption criteria. If approved, the HRA will manually process the Disenrollment.
5. Notwithstanding paragraph (6)(a)(ix) of Appendix H of this Agreement, in New York City, further notification by HRA is not required prior to retroactive Disenrollment in the following instances:

- (a) death or incarceration of an Enrollee;
- (b) an Enrollee has duplicate CINs and is enrolled in an MCO's MMC or FHPlus product under more than one of the CINS; or
- (c) where there has been communication between the Contractor and HRA or the Enrollment Broker regarding the date of disenrollment.

Consistent with paragraph 6 (a) (ix) of Appendix H of this Agreement, the LDSS remains responsible for sending a notice to the Contractor at the time of Disenrollment of the Contractor's responsibility to submit to the SDOH's Fiscal Agent voided premium claims for any full months of retroactive Disenrollment where the Contractor was not at risk for the provision of Benefit Package Services. Such notice shall be completed by the LDSS to include: the Disenrollment Effective Date, the reason for the retroactive Disenrollment, and the months for which premiums must be repayed. The Contractor has 10 days to notify the LDSS should it refute the Disenrollment Effective Date, based on a belief that the Contractor was at risk for the provision of Benefit Package Services for any month for which recoupment of premium has been requested. However failure by the LDSS to so notify the Contractor does not affect the right of SDOH to recover premium payment as authorized by Section 3.6 of this Agreement.

N.9

New York City Transportation Policy Guidelines

1. The Medicaid Managed Care Program contractual Benefit Package in New York City includes transportation to all medical care and services that are covered under the Medicaid program, regardless of whether the specific medical service is included in the Benefit Package or paid for on a fee-for-service basis, except for transportation costs to Methadone Maintenance Treatment Programs. The transportation obligation includes the cost of meals and lodging incurred when going to and returning from a provider of medical care and services when distance and travel time require these costs.
2. Generally, the Contractor may provide transportation by giving or reimbursing the Enrollee subway/bus tokens for the round trip for their medical care and services, if public transportation is available for such care and services. The Contractor is not required to provide transportation if the distance to the medical appointment is so short that the Enrollee would customarily walk to perform other routine errands. The Contractor may adopt policies requiring a minimum distance between an Enrollee's residence and the medical appointment, which may not be greater than ten blocks; however, the policy must provide transportation for Enrollees living a lesser distance upon a showing of special circumstances such as a physical disability on a case-by-case basis.
3. If the Enrollee has disabilities or medical conditions which prevent him or her from utilizing public transportation, the MCO must provide accessible transportation which is appropriate to the disability or condition such as livery, ambulette, or taxi. The MCO may require pre-authorization of non-public transportation except for emergency transportation.
 - a) The MCO shall provide livery transportation under the following circumstances, unless the Enrollee requires transportation by ambulette or ambulance:
 - i) The Enrollee is able to travel independently but due to a debilitating physical or mental condition, cannot use the mass transit system.
 - ii) The Enrollee is traveling to and from a location that is inaccessible by mass transit.
 - iii) The Enrollee cannot access the mass transit system due to temporary severe weather, which prohibits use of the normal mode of transportation.
 - b) The MCO shall provide ambulette transportation under the following circumstances, unless the Enrollee requires transportation by ambulance:
 - i) The Enrollee requires personal assistance from the driver in entering/exiting the Enrollee's residence, the ambulette and the medical facility.

- ii) The Enrollee is wheelchair-bound (non-collapsible or requires a specially configured vehicle).
 - iii) The Enrollee has a mental impairment and requires the personal assistance of the ambulette driver.
 - iv) The Enrollee has a severe, debilitating weakness or is mentally disoriented as a result of medical treatment and requires the personal assistance of the ambulette driver.
 - v) The Enrollee has a disabling physical condition that requires the use of a walker, cane, crutch or brace and is unable to use livery service or mass transportation.
- c) The MCO shall provide non-emergency ambulance transportation when the Enrollee must be transported on a stretcher and/or requires the administration of life support equipment by trained medical personnel. The use of non-emergency ambulance is indicated when the Enrollee's condition would prohibit any other form of transport.
4. Emergency transportation may only be provided by accessing 911 emergency ambulances. Urgent care transportation may be provided by any mode of transportation so long as such mode is appropriate for the medical condition or disability experienced by the Enrollee.
5. If an attendant is Medically Necessary to accompany the Enrollee to the medical appointment, the Contractor is responsible for the transportation of the attendant. A medically required attendant (authorized by the attending physician) may include a family member, friend, legal guardian or home health worker. When a child travels to medical care and services, and an attendant is required, the parent or guardian of the child may act as an attendant. In these situations, the costs of the transportation, lodging and meals of the parent or guardian may be reimbursable, and authorization of the attending physician is not required.

Schedule 1 of Appendix N

DOHMH Public Health Services Fee Schedule

SERVICE	FEE
TB CLINIC	\$125.00
IMMUNIZATION	
Children under 19 years	17.85
Adults 19 years and older	CDC acquisition cost per dose + \$2.00 administration fee
HIV COUNSELING AND TESTING VISIT	\$ 96.47
HIV COUNSELING AND NO TESTING	\$ 90.12
HIV POST TEST COUNSELING	
Visit Positive Result	\$ 90.12
LAB TESTS	
HIV-1/HIV-2 (Single Assay),	\$15.17
HIV Antibody, Confirmatory (Western Blot)	\$ 26.75
GC/Chlamydia Combo (GCT) Test	
Chlamydia Trachomatis, Amplified Probe Technique	\$21.43
Neisseria Gonorrhoeae, Amplified Probe Technique	\$21.43
Culture Bacterial (GC Cultures)	\$8.15
DENTAL SERVICES	\$ 108.00