MEDICARE PLATINO CONTRACT

APPENDIX C (5) (22)

COORDINATED CARE MODEL NORM (2022)

Humana Health Plans of Puerto Rico, Inc.
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Certification Platino General Information 2022

Humana Health Plans of Puerto Rico, Inc. certifies that it will comply with all standards and other requirements for the **2022 Medicare Platino Plans** and that said standards are included as of the products designed by our company for the Platino population. Medicare Platino is only for dual eligible beneficiaries from Government Health Plan (GHP), and under this product you cannot subscribe other beneficiaries.

The model for the **2022 Medicare Platino** product continues to be a preferred network model. In addition, the Medicare Platino product must ensure that transition of care will not require referrals within the medical group network, including specialists, as long as the specialist is contracted by the medical group. Also, MAOs are allowed to develop and present more than one (1) Medicare Platino product, but not more than six (6) products per MAO. ASES will charge an administrative fee of fifteen ($15,000) dollars for each product presented.

Requirements are as follows:

I - CARE COORDINATION

A. SPECIAL CONDITIONS

1. MAOs shall provide ASES with the strategy implemented for the identification of populations with special health care needs, to identify any ongoing special conditions of Enrollees that require a treatment plan and regular care monitoring by appropriate Providers. The conditions ASES classifies as special coverage and that do not require referral are:

    a) HIV/AIDS
    b) Tuberculosis
    c) Leprosy
    d) Systemic Lupus Erythematosus (SLE)
    e) Cystic Fibrosis
    f) Cancer
    g) Hemophilia
    h) ESRD=> Levels 3, 4 and 5
    i) Multiple Sclerosis
    j) Scleroderma
    k) Pulmonary Hypertension
    l) Aplastic Anemia
    m) Rheumatoid Arthritis
    n) Autism
    o) Skin cancer

p) Skin cancer: carcinoma IN SITU
q) Skin cancer: Invasive Melanoma or squamous cells with evidence of metastasis
r) Phenylketonuria, adults with
s) Chronic Hepatitis C
t) CHF Class III and IV NHHA in a potential candidate for heart transplant

2. Treatment, as well as related services, for the above-mentioned special conditions do not need a referral from the Primary Care Physician (PCP) once the diagnosis has been established.

3. The Contractor may use the Seamless Conversion Enrollment Option for Newly Medicare Eligible Individuals, as detailed in §20.4.5, and following the procedure of §40.1.5, Chapter 2 of the Medicare Managed Care Manual. This option shall be available for individuals newly eligible for Medicare.

B. REFERRALS

1. When a patient is referred to a specialist by a PCP and the specialist prescribes a medication, no countersignature of the prescription will be required from the PCP, as established by CMS.

2. For cases where the MAOs has contracted Primary Medical Groups (PMGs), who have directly contracted preferred provider specialists, a referral from the PCP is not necessary when both are part of the same PMG. However, the specialists will be required to inform the PCP about the medical services referred.

3. Patients will be able to see specialists such as a Gynecologist/Obstetrician and Urologist without a referral from their PCP. Referrals for laboratory, diagnostic tests and others shall be governed by that established in paragraph number two (2) of this referral section.

4. No referral is required for services related to pathological laboratories.

5. MAO's should inform and train all providers about the referral procedures and ensure that they understand the process to guarantee health care coordination between primary care provider and specialists.

C. PHARMACY

1. Bioequivalent drugs are mandatory.
2. Erectile Dysfunction (ED) drugs cannot be included in the Medicare Platino coverage. This prohibition is extensive to marketing materials, and other activities for Medicare Platino Population.

II - PAY FOR PERFORMANCE AND OTHER INCENTIVES

ASES approves the use of incentive payments that complies with the following elements:

1. Credible use of medical standards that support quality improvement and reduce adverse effects on patient care.

2. Incentive payments to physicians and other providers must be related to quality initiatives supported by the Centers for Medicare and Medicaid Services (CMS).

3. Incentive payment arrangements cannot be used to reduce or limit the services that a patient needs or may need. For example, reduction of diagnostic tests, hospitalizations, treatments and others.

4. Continuous supervision by a third party that is independent from hospitals, medical groups and insurers, to evaluate that the services provided to patients are not affected.

5. Maintain transparency by clearly defining quality objectives. MAOs must notify patients of the implementation of the incentive programs and the physicians are accountable for proper care.

6. These incentives must not be used to penalize physicians that have patients with major health conditions that do not meet clinical guidelines.

7. MAOs must submit to the ASES Compliance and Integrity Office a list of the incentives established by the MAOs with their description, within 30 days of signing the contract with ASES.

8. MAO's are required to establish quality incentives to reduce Never Events, as long as they are identified by CMS, these incentives cannot be aimed at reducing payment to Providers.

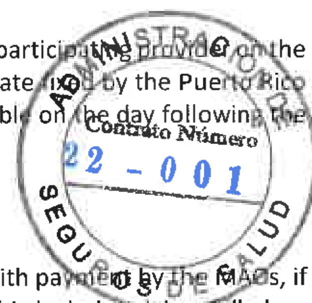
III - PAYMENT TO PROVIDERS AND OTHERS

Non-compliance with this rule "Payment to Providers" could result in administrative penalties not less than $100.00 by invoice line up, and up to a maximum of $1,000.00 by invoice line, not paid or partially paid.

1. Clean Claims - Payment within 30 calendar days

   In the contracts between the MAOs and Providers, specific language is to be included indicating that 90% of all clean claims must be paid by the MAOs no later than 30 days from the date of their receipt, and 99% of all clean claims must be paid by the MAO not later than 90 days from the date of their receipt, including claims billed on paper or electronically. For the purposes of this Section, the date of receipt is the date the agency receives the claim, as indicated by its date stamp on the claim and the date of payment is the date of the check or other form of payment.

   Any clean claim not paid within 30 calendar days shall bear interest in favor of participating provider on the total unpaid amount of such claim, according to the prevailing legal interest rate fixed by the Puerto Rico Commissioner of Financial Institutions. Such interest shall be considered payable on the day following the terms hereof and it shall be paid together with the claim.



2. Unclean Claims

   Ninety percent (90%) of the unclean claims must be resolved and processed with payment by the MAOs, if applicable, not later than 90 calendar days from the date of initial receipt; this includes claims billed on paper or electronically.

   Nine percent (9%) of the unclean claims must be resolved and processed with payment by the MAOs, if applicable, not later than six (6) calendar months from the date of initial receipt; this includes claims billed on paper or electronically.

   One percent (1%) of all unclean claims must be resolved and processed with payment by the MAOs, if applicable, not later than the year (12 months) from the date of initial receipt; this includes claims billed on paper or electronically.

3. Clean Claim Definition

   A clean claim is defined as one that contains the necessary information regarding the service rendered, as well as the information and the documents that are necessary to process said claim. In certain instances, the information requested from the provider depends on, or is under the control of, the MAOs. In these cases, the MAOs shall process a claim although it does not contain required information that is accessible to or is under the MAOs control.

   The MAOs shall not establish any administrative proceeding that impedes the Provider from submitting a clean claim. The MAOs must report to the providers the details of the requirements to consider a claim as a clean claim and cannot make changes to the rules without the prior consent of the providers, unless it is required by ASES, CMS or other Commonwealth or Federal law or regulation.

4. The MAOs may reach agreements to improve a provision, but cannot be more restrictive than the provisions of this Section ("Payment to Providers and others").

5. Whenever the MAOs determine that a claim was wrongfully paid, or an Overpayment occurred, and the same happened because of a potential instance of fraud, it shall be informed to ASES's Compliance Office before proceeding with a possible recoupment process. The MAO shall send to ASES a written notice, stating the reasons for the recoupment, a list of claims wrongfully paid, and the amounts to be potentially recovered. Any report concluding that a recoupment may be required as a result of potential fraud must be clearly and unambiguously identified and demonstrated, a simple explanation will not suffice without documents to support it.

6. Hospitalization services or extending for more than thirty (30) calendar days

   In the event of hospitalizations or extended services that exceed thirty (30) calendar days, the provider may bill and collect at least every thirty (30) calendar days for services rendered to the patient, these services will be paid according to the procedure in this section (Payment to Providers and Others).

7. Refusals

   In cases where there is an intention to denied hospital days or denied services to a provider, and the denial is not accepted by the provider or the issues are in an appeal process, the MAOs cannot withhold payment until the case is finally adjudicated.

   In these instances, if there is no agreements between the Parties, a third party, external to the MAO's and the Providers and chosen by mutual agreement with competence in the case, will judge over the denial in a period no greater than thirty (30) calendar days. The Part adversely affected in the case in question will pay for the third party's service fees. If there not an agreement on the third party's selection, it will be appointed by ASES and the parties will comply with the third party's decision.

   The party who causes the error has to pay the Third Party's service fees. If both parties have caused an error, the third parties shall determine the percentage attributable to each party, in which case payment of the Third Party must be in accordance with the percentage of responsibility.

   The MAO's cannot deny or make a recoupment whenever it has issued a document authorizing a health service, but then it determines that there was an error because the service is not covered or the patients is not insured of the entity, This provision does not apply in cases of fraud.

   The MAO's cannot withhold the payment to the providers until the controversy is firm and final.

IV - REPORTING OBLIGATION

1. The MAOs shall submit all reports required by Contract and normative letters in the format required by ASES.

2. The MAOs must require Providers to comply with all reporting requirements contained in the Contract, as applicable, and particularly with the requirements to submit Encounter Data for all services provided, and to report all instances of suspected Fraud, Waste, or Abuse.

V - REQUIRED PROVISIONS IN PROVIDER CONTRACT

1. The Medicare Platino Program, administered by ASES, is a Medicaid product. Every MAO contracted by ASES for the Vital Plan must ensure that their providers offer services in both Platino and Vital Plan. If a MAO is not contracted by ASES for the Vital Plan, it shall be the MAO's responsibility to ensure that health care services are provided as needed by the beneficiary and as contracted with ASES.

VI - OTHER PROVISIONS

1. People aged 60 and over will be able to choose a Geriatrician as their PCP.

2. Every MAO must establish procedures that guarantee that PCPs will be informed of all services provided to their patients. For this reason, communication standards among Providers should include a requirement for specialists to send the beneficiary's PCP a report on the patient's health condition.

3. Every MAO contracted by ASES to offer services for the Platino population must comply with the requirements established in 42 CFR 455. The integrity guides will be included in the contract with the MAOs. ASES will perform tests and/or audits to ensure compliance.

4. MAO's must require from Providers that no monies may be charged to Platino beneficiaries for the provision of certifications required for the Puerto Rico Medicaid Program.

5. Every MAO shall ensure that all providers and beneficiaries understand the process regarding how beneficiaries can ask for coverage determinations, exceptions to rules, and perform an appeal if the MAO does not cover a medication or service or if beneficiaries cannot afford a medication or service.

6. Every MAO shall ensure that marketing activities are in compliance with the "Guidelines for Marketing Activities".

7. ASES will not approve any changes outside the dates established by CMS, for which reason it is recommend that MAOs' products and co-pays be submitted correctly within the dates established by CMS in the Call Letter 2021. Should there be any change because of an administrative decision by ASES or the publication of a normative letter, ASES will be responsible to coordinate with CMS and request approvals to let the MAO's implement the change. This rule also applies to Value-Added Items and Services (VAIS) which must be in place for the entire contract year (refer to 80.1). In addition, ASES will not allow any changes to the certifications submitted as part of the contract unless required by ASES and/or CMS as part of bid adjustments. ASES will not accept changes to the certifications after the contract signature with CMS.

8. Utilization guides to be used for clinical audits must be submitted to ASES and prepared from nationally recognized entities. The MAO's must submit, as part of the required information, licenses for use and a training certification for the personnel that will be using them. These guides must be submitted to the Executive Division within 30 days after contract signature.

9. ASES will issue a Normative Letter Stating the guidelines for evaluating marketing materials.

10. ASES will establish sanctions or civil monetary penalties against any MAO that does not comply with these norms. The sanctions or monetary penalties for noncompliance will be forty thousand ($40,000) dollars for each event of non-compliance. If the MAOs incur in the same non-compliance of the norms that resulted in a previous imposition of sanctions, ASES has the discretion of imposing to the MAO a sanction or monetary penalty of eighty thousand ($80,000) dollars for each reoccurring event of non-compliance. ASES may impose additional intermediate sanctions or civil monetary penalties in the contract to be executed between ASES and the MAOs for the latter's non-compliance with any of the terms and conditions of the contract.

Normative Letter

If necessary, ASES will issue Normative Letters to clarify any doubts with the procedure to be followed by this letter, including terms and interest payments. The Parties may not change the conditions imposed by ASES in the 2022 Platinum Standards, any doubts in the implementation thereof shall be the full responsibility of ASES to interpret them.

Medicare Advantage Organizations are responsible of publishing this Normative Letter to beneficiaries and providers.

Luis A. Torres Olivera
President

Date

GOBIERNO DE PUERTO RICO
ADMINISTRACIÓN DE SEGUROS DE SALUD
Director Ejecutivo | Jorge E. Galva, JD, MHA | jgalva@asespr.org

June 23, 2021

TO: MEDICARE ADVANTAGE ORGANIZATIONS (MAOS) CONTRACTED TO PROVIDE SERVICES TO MEDICARE PLATINO BENEFICIARIES

RE: PLATINO GENERAL INFORMATION 2022 LETTER AND APPENDIX C-5

On May 2, 2021, ASES distributed among the MAOs documents related to, and that are part of, the Medicare Platino Contract for 2022. Afterwards, representatives from the MAOs raised concerns about certain provisions included on the document titled *Platino General Information 2022* and its corresponding certification.

In efforts to address the MAOs comments appropriately, and without disregarding the Medicaid regulation applicable to the Platino program, ASES hereby suspends the following provisions of the abovementioned document: II, (8); III (6) and (7); III (10)—in this last case only regarding the monetary amounts mentioned, but fully maintaining the intermediate sanctions, liquidated damages and any other available remedies as specified in the contract and applicable regulations. This determination in no way shall be interpreted as ASES waiving any oversight authority or responsibility that it exercises towards all the programs under its administration as well as its inherent authority to regulate the MAOs inasmuch as the participate in the care of ASES's beneficiary population.

Promptly, all MAOs shall receive notice from ASES to engage in projects that will strengthen the Platino program, in benefit of all our participants.

Cordially,

Jorge E. Galva, JD, MHA
Executive Director