

## **First Amendment to the The Dental Wellness Plan for the Iowa Health and Wellness Contract**

This Amendment to Contract Number MED-17-007 is effective as of July 1, 2016, between the Iowa Department of Human Services (Agency) and MCNA (Contractor).

### **Section 1: Amendment to Contract Language**

The Contract is amended as follows:

#### **Revision 1. The Contract is amended by adding the following language at new subsection 1.3.1.6.4A**

##### 1.3.1.6.4A Post-Stabilization Services

1) In compliance with the requirements found at 42 C.F.R. § 438.114(e), Contractor shall be responsible for coverage and payment for post-stabilization care services in accordance with provisions set forth at 42 C.F.R. § 422.113(c). In applying those provisions, reference to “MA organization” and “financially responsible” must be read as reference to the entities responsible for Medicaid payment, which includes Contractor, and payment rules governed by Title XIX of the Social Security Act and the States.

2) Contractor shall be financially responsible for post-stabilization care services obtained within or outside the Contractor organization that are not pre-approved by a plan provider or other MA organization representative, but administered to maintain, improve, or resolve the enrollee's stabilized condition if—

(A) The Contractor does not respond to a request for pre-approval within 1 hour;

(B) The Contractor cannot be contacted; or

(C) The Contractor representative and the treating physician cannot reach an agreement concerning the enrollee's care and a plan physician is not available for consultation. In this situation, the Contractor must give the treating physician the opportunity to consult with a plan physician and the treating physician may continue with care of the patient until a plan physician is reached or one of the criteria in 42 C.F.R. § 422.113(c)(3) is met.

§ 438.114 Emergency and post-stabilization services.

3) *Definitions.* As used in this section -

*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 services* means covered inpatient and outpatient services that are as follows:

(i) Furnished by a provider that is qualified to furnish these services under this Title.

(ii) Needed to evaluate or stabilize an emergency medical condition.

Post-stabilization care services means covered services, related to an emergency medical condition that are provided after an enrollee is stabilized to maintain the stabilized condition, or,

under the circumstances described in paragraph (e) of this section, to improve or resolve the enrollee's condition.

**Revision 2. The Contract is amended by adding the following language as a new unnumbered paragraph below the existing language found in Section 1.3.1.6.6**

In conformance with 42 C.F.R. § 438.206, Contractor shall require out-of-network providers to coordinate with Contractor for payment and ensure the cost to the Medicaid member is no greater than it would be if the services were furnished within the network.

**Revision 3. The Contract is amended by adding the following language as new subsection 1.3.1.6.12**

1.3.1.6.12 Provider-Preventable Conditions

- 1) In conformance with the requirements found at 42 C.F.R. § 438.6(f)(2)(ii), Contractor shall report all identified provider-preventable conditions in a form or frequency as required by state law and this Contract.
- 2) In compliance with 42 C.F.R. § 438.6(f)(2)(i), Contractor shall comply with the requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions as set forth in 42 C.F.R. § 434.6(a)(12) and 42 C.F.R. § 447.26.
- 3) In compliance with 42 C.F.R. § 438.6(f)(2)(ii), Contractor shall report all identified provider-preventable conditions in a form or frequency as may be specified by the State.
- 4) In compliance with 42 C.F.R. § 434.6(a)(12)(i), Contractor shall not pay a provider for provider-preventable conditions, as identified in the State plan. Contractor shall require that all providers agree to comply with the reporting requirements in 42 C.F.R. § 447.26(d) as a condition of payment from the Contractor.

5) Definitions. As used in this Section—

Health care-acquired condition means a condition occurring in any inpatient hospital setting, identified as a HAC by the Secretary under section 1886(d)(4)(D)(iv) of the Social Security Act for purposes of the Medicare program identified in the State plan as described in section 1886(d)(4)(D)(ii) and (iv) of the Social Security Act; other than Deep Vein Thrombosis (DVT)/Pulmonary Embolism (PE) as related to total knee replacement or hip replacement surgery in pediatric and obstetric patients.

Other provider-preventable condition means a condition occurring in any health care setting that meets the following criteria:

- (i) Is identified in the State plan.
- (ii) Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.
- (iii) Has a negative consequence for the beneficiary.
- (iv) Is auditable.
- (v) 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.

Provider-preventable condition means a condition that meets the definition of a “health care-

acquired condition” or an “other provider-preventable condition” as defined in this Section.

**Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

**Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

<b>Contractor, MCNA</b>		<b>Agency, Iowa Department of Human Services</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Glen Feingold		Printed Name: Charles M. Palmer	
Title: Executive Vice President and COO		Title: Director	