Neighborhood Health Plan OF RHODE ISLAND™

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# Reminder: INTEGRITY (MMP) Medicare Requirements

## Neighborhood News – January 2025

Neighborhood Health Plan of Rhode Island (Neighborhood) is reminding providers of certain Medicare requirements applicable to your organization due to its participation in INTEGRITY (MMP), Neighborhood's Medicare-Medicaid duals health plan. There is no action necessary nor does this notice change your contract with Neighborhood.

**Medicare Requirements**

**1. Definitions**

1.1. Centers for Medicare and Medicaid Services ("CMS"): the agency within the Department of Health and Human Services that administers the Medicare program.

1.2. Completion of Audit: completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

1.3. Downstream Entity: any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare benefit, below the level of the arrangement between a Medicare organization (or applicant) and a first-tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.

1.4. Final Contract Period: the final term of the Medicare Advantage Agreement.

1.5. First-Tier Entity: The Provider that is party to the Agreement.

1.6. Medicare Advantage ("MA"): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

1.7. Medicare Advantage Organization ("MA organization"): Neighborhood Health Plan of Rhode Island.

1.8. Member or Enrollee: a Medicare Advantage eligible individual who has enrolled in or elected coverage through the MA organization.

1.9. State Provider: (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

1.10. Related Entity: any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than $2,500 during a contract period.

**2. Required Provisions**

2.1. Audit Rights

2.1.1. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first-tier, downstream, and entities related to CMS' contract with the MA organization through 10 years from the final date of the final contract period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later. [42 C.F.R. §§ 422.504(i)(2)(i) and (iv)]

2.1.2. HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under paragraph 1 of this amendment directly from any first-tier, downstream, or related entity. For records subject to review under paragraph 1, except in exceptional circumstances, CMS will provide notification to the MA organization that a direct request for information has been initiated. [42 C.F.R. §§ 422.504(i)(2)(ii) and (iii)]

2.2. Confidentiality and Access to Records - Provider will comply, and will require any Downstream Entity to comply, with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. [42 C.F.R. §§ 422.504(a)(13) and 422.118]

2.3. Member Hold Harmless

2.3.1. Members will not be held liable for payment of any fees that are the legal obligation of the MA organization. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

2.3.2. Provider shall provide Medicare Covered Services (Parts A and B) to Medicare Advantage Members at zero (0) cost-sharing, as part of the integrated package of benefits. Provider shall not, and shall require any downstream entity not to impose cost-sharing to Medicare Advantage Members for services covered by Medicare Parts A and B. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

2.4. Compliance with Contractual Obligations. Any services or other activity performed in accordance with a contract or written agreement by Provider or a Downstream Entity will be consistent and comply with the MA organization's contractual obligations. [42 C.F.R. § 422.504(i)(3)(iii)]

2.5. Prompt Payment – MA organization agrees to pay Complete Claims pursuant to applicable legal requirements for the prompt payment of Complete Claims, including, without limitation, R.I. Gen. Laws §27-41-64, 42 C.F.R. §§ 422.520(b)(1) and (2).

2.6. Compliance with Laws, Regulations and Instructions. Provider and any Related Entity, contractor or subcontractor will comply with all applicable Medicare laws, regulations, and CMS instructions. [42 C.F.R. §§ 422.504(i)(4)(v)]

2.7. Certification of Data. The chief executive officer of Provider, the chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, shall certify from time to time, as requested by the MA

organization, that the encounter data and other data supplied by Provider (based on their best knowledge, information, and belief) are accurate, complete and truthful. [42 C.F.R. §422.504(l)(3)]

2.8. Interference With Health Care Professionals' Advice. The MA organization may not prohibit or otherwise restrict a health care professional, acting within the lawful scope of practice, from advising or advocating on behalf of a Medicare enrollee about the Medicare enrollee's health status, medical care or treatment options (including any alternative treatments that may be self- administered), including the provision of sufficient information to the Medicare enrollee to provide the Medicare enrollee an opportunity to decide among relevant treatment options, the associated risks, benefits, and consequences of treatment or non-treatment or the opportunity for the Medicare enrollee to refuse treatment and to express preferences about future treatment decisions. [42 C.F.R. § 422.206(a)(1)]

2.9. Culturally competent. Provider must provide information regarding treatment options in a culturally competent manner, including the option of no treatment and ensure that persons with disabilities have effective communications with other providers in making decisions regarding treatment options. 42 C.F.R. §422.206(a)(2).

2.10. Services. Provider agrees to provide and perform services consistent with and in compliance with: (a) the Medicare Advantage Agreement; (b) federal program participation requirements; (c) the MA organization's policies and procedures that implement the benefits to be covered under the Medicare Advantage Agreement and Part D; and (d) all laws, regulations, and CMS instructions applicable to Provider for services to Medicare Members. [42 C.F.R. §422.504(i)(4)]

2.11. Advance Directives. Provider shall prominently document in each Medicare Member's medical record whether he or she has executed an advance directive. [42 C.F.R. §422.128]

2.12. Subcontracting. If Provider subcontracts any services under the Agreement to other providers or vendors, such vendors and providers must agree to comply with the provisions contained in this Amendment. [42 C.F.R. §422.504(i)(3)(iii), 422.504(i)(4)]