

Policy Name: Participating Physician Organization PCMH Policy (HHP-17)

Effective Date:

Approved by the Board: [December 18, 2013]

Previous Versions: None

Approval Signature: _____



Name: Douglas Kwock, M.D.

Title: President/Chair

Definitions:

"Accountable Care Agreement" means that certain Accountable Care Agreement by and between HMSA and Hawaii Pacific Health, dated as of August 6, 2013.

"Affiliate" of a specified person or entity means any corporation, partnership, limited liability company, sole proprietorship or other person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the person or entity specified.

"Akamai Advantage" is a Medicare Advantage plan offered pursuant to a contract between HMSA and CMS.

"Attributed Member" shall have the same meaning set forth in the Accountable Care Agreement.

"CMS" means the Centers for Medicare and Medicaid Services.

"HHP" means Hawaii Health Partners, LLC.

"HMSA" means Hawaii Medical Service Association.

"HHP Affiliated Provider" means any physician or other health care professional who, directly or indirectly through a medical group that employs such physician or health care professional, has entered into and maintains a contract with HHP to participate in HHP's clinically integrated physician-hospital organization and the PCMH Program, but excluding any such physician or healthcare professional who is employed by any Affiliate of HPH or HPH itself.

"Participation Agreement" means the written agreement between an HHP Affiliated Provider and HHP to provide covered services to HHP Patients.

"PCMH Agreement" refers to the Participating Physician Organization Agreement for Patient Centered Medical Home entered into by HMSA and HHP, effective January 1, 2014, as may be amended from time to time.

"PCMH PCP" means an HHP Affiliated Provider who (i) is a physician who practices in the area of general practice, internal medicine, pediatrics, or family practice, an APRN, a Physician Assistant, or any other physician extender or specialist who may from time to time be approved by HMSA to serve as a primary care provider for purposes of the PCMH Program, (ii) has entered into a Participating Physician

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Agreement with HMSA for HMSA's commercial HMO and PPO benefit plans and HMSA's QUEST and/or Akamai Advantage benefit plans and maintains a minimum number of QUEST Attributed Members as determined by HMSA; (iii) is a member in good standing of HHP; and (iv) satisfies the criteria established by HMSA for participation in the PCMH Program.

"PCMH Program Guide" means those written materials that specify the operational details of the PCMH Program including, but not be limited to, PCMH Program objectives, operational requirements of the PCMH Program, PCMH Program milestones and measures, and the obligations of PCMH PCPs under the PCMH Program. The PCMH Program Guide is located at www.hmsa.com.

"Primary Care Relationship" means the attributed relationship between a PCMH PCP and an individual enrolled in a health maintenance organization ("HMO"), preferred provider organization ("PPO"), QUEST, or Akamai Advantage benefit plan underwritten or administered by HMSA, determined in accordance with the Attribution Model (as defined in the Accountable Care Agreement).

Purpose:

This policy is intended to implement the requirements of the PCMH Agreement that are applicable to HHP Affiliated Providers.

Policy / Procedure:

- I. **PCP's Satisfaction of PCMH Program Guide Criteria.** Each PCMH PCP shall (i) satisfy at a minimum, the Level 1 population health management requirements described in the PCMH Program Guide within twelve (12) months from the date that the PCMH PCP becomes an HHP Affiliated Provider, and (ii) continue to satisfy the Level 1 population health management requirements described in the PCMH Program Guide for so long as the PCMH PCP is an HHP Affiliated Provider.
- II. **PCMH PCP Open Enrollment Periods.** Once each calendar year, effective January 1, HHP Affiliated Providers are entitled under the PCMH Program to transfer to another provider organization that participates in the PCMH Program. Notwithstanding the foregoing, any such request to transfer provider organizations shall be subject to the notice and termination requirements set forth in the Participation Agreement.
- III. **Compliance with Medicare Advantage Requirements.** Pursuant to the Akamai Advantage contract between CMS and HMSA and the PCMH Agreement, HHP is required to comply with the requirements of the Medicare Advantage program, a copy of which is attached as Exhibit A to this policy. Every PCMH PCP shall also comply with the program's requirements to the extent such requirements apply to "downstream entities," as that term is defined in 42 C.F.R. §§ 422.500 and 423.501.
- IV. **Payments to PCMH PCP.** In consideration of a PCMH PCP's participation in the PCMH Program, HMSA shall pay to such PCMH PCP the amounts set forth in the fee schedule attached as Exhibit B to the PCMH Agreement. HMSA may revise the fee schedule at any time during the PCMH Agreement, provided that at all times during the term of the PCMH Agreement, the fee schedule and methodology for paying PCMH PCPs shall be identical to the fee schedule and methodology used by HMSA to compensate all other primary care providers (other than primary care providers employed by any Affiliate of HHP) who participate in the PCMH Program.
- V. **Member Hold Harmless.** In no event shall a PCMH PCP seek to collect from an Attributed Member any amount that HMSA is obligated to pay such PCMH PCP under the PCMH Agreement, whether HMSA's nonpayment results from insolvency, HMSA's breach of the PCMH Agreement, or any other cause.

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- VI. Medical Loss Ratio Reporting. Upon request by HMSA or HHP, HHP Affiliated Providers shall provide HMSA information that HMSA reasonably deems necessary to complete HMSA's Medical Loss Ratio ("MLR") reporting requirements.
- VII. Record Maintenance and Inspection. HHP Affiliated Providers, at their sole cost and expense, shall maintain adequate records, contracts, data, and other documentation related to the PCMH Agreement and/or HHP and HHP Affiliated Providers' performance in connection with the PCMH Agreement.

Related Documents:

Participating Physician Organization Agreement for Patient Centered Medical Home.

Distribution:

EXHIBIT A

MEDICARE ADVANTAGE PROVISIONS

To the extent that a provision of this Exhibit conflicts with any other provision of this Agreement, the provision set forth in this Exhibit shall control as it relates to Akamai Advantage and the provision of services to a Member enrolled therein. This Exhibit applies to HHP as well as any downstream entity engaged by HHP to perform services in connection with Akamai Advantage. For purposes of this Exhibit, a "downstream entity" shall have the meaning set forth at 42 C.F.R. §§ 422.500 and 423.501, and shall include any party engaged by HHP to provide or arrange for health and/or administrative services in connection with Akamai Advantage.

1. The Parties acknowledge and agree that HMSA remains accountable to CMS for adhering to and otherwise complying with the terms and conditions of its contract with CMS and that HMSA may delegate activities and functions to HHP only in a manner consistent with HMSA's contract with CMS and 42 CFR §§422.504(i)(4) and/or 423.505(i)(4). To the extent reasonably possible, HMSA shall provide HHP notice of such terms and conditions and any changes to such terms and conditions no later than ninety (90) days before such terms and conditions and/or changes thereto are to take effect. HHP shall perform any and all services and other activities in a manner that is consistent with and complies with HMSA's contractual obligations to CMS. HMSA retains ultimate responsibility with complying with the terms of its contract with CMS.
2. In addition to the compliance requirements set forth in the legal compliance requirements of the Agreement, HHP agrees to comply with all applicable Medicare laws, regulations and CMS instructions.
3. HHP agrees to comply with state and federal privacy and security requirements, including those set forth in 42 CFR §§422.118 and/or 423.136, and will safeguard Member privacy and confidentiality. HHP will maintain timely and accurate medical, financial and administrative records related to services rendered by HHP in connection with Akamai Advantage.
4. In furtherance and not limitation of HHP's record keeping and access to information obligations set forth in the Agreement, HHP agrees that the United States Department of Health and Human Services ("HHS"), the Comptroller General of the United States, or their designees have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, computer or other electronic systems, and records (including medical records) of HHP involving transactions related to HMSA's contract with CMS. HHP further agrees that HHS', the Comptroller General's, or their designee's right to inspect, evaluate and audit any pertinent information for any particular contract period will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. Upon request by HHS, the Comptroller General, or their designees for such an inspection, HHP shall provide the requested materials to HMSA to furnish to the requestor.
5. If HMSA delegates an activity or responsibility to HHP, HMSA may revoke such delegation at any time if CMS or HMSA determine that HHP has not performed such activity or responsibility satisfactorily.
6. HHP understands and agrees that HMSA will establish, maintain and perform ongoing monitoring and oversight of HHP's performance of its obligations in connection with Akamai Advantage with formal evaluation through audits or other mechanisms at least annually. HHP shall fully cooperate with HMSA to facilitate such HMSA monitoring and oversight and shall promptly respond to all requests for information or access from HMSA.
7. In no event, including but not limited to, non-payment by HMSA, insolvency of HMSA or breach of this Agreement, shall HHP bill, charge, collect a deposit from, seek compensation, remuneration

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or reimbursement from or have any other recourse against Members of Akamai Advantage for payment of any fees that are the responsibility of HMSA.

8. This Agreement shall automatically terminate, with respect to Members enrolled in Akamai Advantage, if HHP is debarred or excluded from participating in a Federal Health Care Program as defined under Section 1128B(f) of the Social Security Act. The effective date of such termination shall be the same date as the effective date of the debarment or exclusion. HHP does not have a right to appeal termination based on exclusion from the Medicare Program.
9. HHP hereby represents and warrants that HHP does not currently and shall not in the future, employ or contract with any individual excluded from participation in Medicare under Sections 1128 or 1128A of the Social Security Act, or with any entity that employs or contracts with such an individual for the performance of any of its responsibilities under this Agreement. HHP shall review the Office of the Inspector General exclusion file and verify, as required by CMS guidelines, that the persons it employs or contracts with for services hereunder are in good standing.
10. HHP shall adopt and follow a code of conduct particular to it that reflects a commitment to detecting, preventing and correcting fraud, waste and abuse in the administration or delivery of services under Akamai Advantage. HMSA shall make HMSA's own Code of Conduct available to HHP upon request.
11. HHP will submit complete, truthful and accurate data to HMSA, and to CMS on behalf of HMSA, as applicable.
12. HHP will ensure that its agreements with any downstream entities comply with the applicable terms and conditions set forth in this Exhibit. HMSA reserves the right to request and obtain from HHP copies of executed contracts or letters of agreement between HHP and its downstream entities.
13. HHP will not process, transfer or handle HMSA Members' protected health information, as defined in 45 C.F.R. § 160.103, outside of the United States or one of the United States Territories, without the prior written approval of HMSA.