



Provider Manual 2026

Provider Manual

Contents

Introduction and Background	12
HealthSun’s Vision and Mission.....	13
Definitions & Acronyms	18
HealthSun Health Plans Commitment to Providers	26
Provider Support	26
Prompt Claims Payment	26
Efficient, Practical, and High-Quality Medical Management	26
HealthSun Health Plans will Ensure	26
Summary of the Florida Patient’s bill of Rights and Responsibilities	28
Contract Requirements through Policies Standards and Manuals	30
CMS Specific Guidance About Provider Promotional Activities	31
1. Provider Activities and Materials in the Health Care Setting	32
2. Plan Activities and Materials in the Health Care Setting	33
3. Provider Affiliation Information	34
4. SNP Provider Affiliation Information	34
5. Comparative and Descriptive Plan Information	35
6. Comparative and Descriptive Plan Information Provided by a Non-Benefit/Service Providing Third-Party	35
7. Providers/Provider Group Web Sites	35
8. Leads from Providers	35
Sample Can/Cannot List for Provider Interactions with Potential Plan Enrollees.....	36
Termination of Provider Contract.....	37
Cultural Competency	39
I. Cultural, Linguistic and Disability Competency Standards	40
II. Member Cultural Needs and Preferences	40
III. Social Determinants of Health	41
IV. Network Provider/Subcontractor Training and Network Development	41
V. Staff Training and Workforce Development	42
VI. Cultural Competency Plan (CCP) and Monitoring	42
General Compliance and Fraud, Waste and Abuse (FWA)	44
Code of Conduct.....	44

How to Report Suspected or Detected Non-Compliance and Fraud, Waste and Abuse (FWA).....	44
First-Tier Downstream and Related Entity (FDR) Compliance Oversight	45
Compliance Policies and Standards of Conduct.....	45
Office of Inspector General (OIG) and General Service Administration (GSA) and System for Award Management (SAM)	45
Record Retention.....	46
Monitoring of Downstream Entities	46
Reporting Compliance and Fraud, Waste and Abuse	47
FDR Oversight Training and Education	47
Vendor Oversight.....	48
Corrective Action Plans (CAPs)	50
Escalation Process	51
De-Delegation.....	52
Responsibilities of the Primary Care Physician (PCP).....	53
Role of the Primary Care Physician.....	58
Responsibilities of the Specialty Care Physician	59
Role of the Specialty Care Provider	63
Limitations on Member Liability Related to Plan-Directed Care.....	64
Provider Responsibilities under Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA) of 1990	64
Additional Resources to Assist You in Serving LEP Patients.....	65
The Americans with Disabilities Act of 1990	65
Additional Resources Concerning ADA Requirements.....	66
Language Assistance and Interpretation Services	66
Physician Office Procedures and Responsibilities	67
Confidentiality Statement	67
Health Insurance Portability and Accountability Act (HIPAA)	67
Maintaining Physician/ Practice Information Updated.....	68
Continuing Medical Education.....	68
Active Member Listing.....	68
Appointment Scheduling Criteria	68
Standards of Care	69

Accessibility, Availability and Service Standards.....	69
Standards: Provider Accessibility	69
Standards: Provider Availability of Care and Treatment	69
Standards: Accessibility and Availability of HealthSun Services	69
Standards: Availability of Basic HealthSun Services to Members	70
Affiliation	70
Licensure	70
Tax ID Change	71
Identifying/Verifying HealthSun Members.....	71
Medical Records	71
Medical Record Content and Structure Standards	72
Medical Record Content and Structure Standard 1	72
Medical Record Content and Structure Standard 2	73
Medical Record Content and Structure Standard 3	73
Medical Record Content and Structure Standard 4	74
Medical Record Content and Structure Standard 5	74
Medical Record Content and Structure Standard 6	74
Medical Record Content and Structure Standard 7	74
Privacy and Confidentiality Standards	74
Medical Record Privacy and Confidentiality Standard 1	74
Medical Record Privacy and Confidentiality Standard 2	74
Medical Records Privacy and Confidentiality Standard 3	74
Medical Records Privacy and Confidentiality Standard 4	75
Medical Records Privacy and Confidentiality Standard 5	76
Medical Records Privacy and Confidentiality Standard 6	77
Member Rights regarding their Protected Health Information (PHI)	77
Encounter Process	78
After Hours Access.....	79
Covering Physicians	79
Disabled Members and CMS Requirements	79
Language Support Services.....	79

Non-Discriminatory Notice	80
Advance Directive.....	80
Open/Close Panel	80
Safety Requirements	80
Provider Compliance and Quality Reviews	81
Provision of Care.....	81
Member Participation.....	81
Missed Appointments.....	82
Disruptive Behavior	82
Member Initiated PCP Transfer	82
Involuntary Disenrollment.....	82
Occupational Safety and Health Administration OSHA and Infection Control.....	83
Infection Control, Prevention and Safety	84
Safety.....	85
Additional Resources	86
Centers For Medicare & Medicaid Services (CMS) Updates And.....	86
Educational Resources.....	86
CMS National Coverage Determinations (NCDs)	87
The Medicare Program Overview	87
Medicare Advantage Overview	87
Special Needs Plans (SNP)	87
Medicare Advantage Enrollment Periods.....	88
HealthSun’s Service Area	91
HealthSun Health Plans Benefit Packages	91
Plan Eligibility Information	92
Identifying/ Verifying HealthSun Members	92
Member Identification Card	94
ID Card Front	94
Back of ID Card	94
HealthSun ID Card Sample	95
PCP Member Listing.....	95

HealthSun Health Plans Covered Benefits	96
Member Cost-Sharing.....	96
HealthSun Member Benefits	96
Medicare Covered Benefits	97
Prescription Drug Coverage	118
Prescription Drug Formulary	118
Generic Drug Policy	118
Formulary Changes.....	118
Prior Authorizations, Quantity Limits, and Step Therapy	119
Exceptions Process	119
Instructions for completing and submitting Exception Requests	120
Credentialing/Re-credentialing Process	122
Credentialing	122
HealthSun Credentialing Committee	122
Recredentialing.....	122
Providers Site Visits	122
Medical Management – Organization Determinations/Authorizations	124
The Medical Director’s Role.....	124
Pre-Authorization	124
Organization Determination Timeframes.....	124
In-Network Providers.....	125
Emergency Services	126
Routine Transportation Authorization Process	126
Physician Responsibilities for Admissions.....	126
Inpatient Admissions	126
How to Obtain Pre-Authorization	126
Information Required for Inpatient Pre-Authorization	126
Elective Service Pre-Authorization Lead Time Requirements	127
Emergency Admissions and Direct Admissions	127
Concurrent Review of Inpatient Admissions.....	127
Provider Complaints and Grievance Procedures	129

Initial Grievance.....	129
Formal Grievance Procedures	129
Member Complaint, Grievances and Appeals	131
Member Grievance Process.....	131
Medicare Reconsideration (Appeals).....	132
Member Quality of Care Investigations	132
Quality of Care Grievances	133
QOC Classification and Point System	133
Quality of Care and Service Trend Parameters	134
Part D Coverage Determination, Exceptions and Appeals Process.....	135
Short Decision-Making Timeframes	135
Requests Made by Physicians or other Prescribers	135
Physicians or other Prescribers Supporting Statements	135
Enrollee’s Appeal Rights	135
Medicare Risk Adjustment and Coding	137
The HealthSun Health Plan Risk Adjustment (RA) Coding Analyst/Coders purpose	137
Risk Adjustment and Data Submission	137
Risk Adjustment Data Validation (RADV) Audits.....	137
ICD-10-CM Codes.....	138
Medical Record Documentation Requirements (Risk Adjustment)	138
Medicare Risk Adjustment (MRA): Training and Education.....	138
Claims and Encounters	140
General Claims Information.....	140
Clean Claim Definition	140
Electronic Claims and Encounters.....	142
Submission	142
Validating Electronic Claims and Notices of Receipt	142
Transmission Frequency	142
Provider Identification (ID) Number Requirements	142
Paper Claims Submission	143
General Requirements	143

Claim Signature Requirements	143
Optical Character Recognition (OCR).....	143
Where to Submit Paper Claims	144
Coordination of Benefits and Subrogation	146
Employer Group Health Plans (EGHP)	146
Liability Insurance and No-Fault Insurance	146
Workers' Compensation (WC)	146
Members Enrolled in Hospice.....	147
Contact Information for the Fiscal Intermediary is as follows	147
Coding	148
New and Deleted Codes	148
Unlisted Codes	148
Interim Bills	148
Itemized Statements	148
Service Location Codes	148
Inpatient Diagnosis-Related Group (DRG) Readmissions	149
Claims Filing Deadlines	149
Initial Claim Filing	149
Initial Claim Filing When There is Another Insurance	149
Exceptions to the Filing Deadline	150
Claims Disputes.....	151
Claims Dispute	151
Quality and Performance Ratings	153
CMS Star Ratings	153
CMS Goals for the Five-star Rating System	153
How Are Star Ratings Derived?	154
Benefits to Providers	154
Benefits to Members	154
Healthcare Effectiveness Data and Information Set (HEDIS)[®]	154
Preventive Screening Measures	155
Respiratory Condition Measures	156

Cardiovascular Measures	156
Diabetes Measures	157
Musculoskeletal Measures	157
Behavioral Health Measures	157
Care Coordination Measures	159
Access/Availability of Care Measures	159
Consumer Assessment of Healthcare Providers and System Survey (CAHPS).....	160
Health Outcome Survey (HOS)	162
What is HOS?	162
How does HOS affect HealthSun Members your patients?	162
How does HOS work?	162
Who conducts the survey?	162
Risk Management	163
Incident Reports	163
Delegated Providers	164
Downstream Education	164
HealthSun, Legal, Regulatory and Accreditation Requirements for Delegated Providers	164
Delegated Provider Downstream Contract Content.....	167
Systems and File Retention	168
Grievances & Appeals.....	168
Provider Information Technology (IT) Access	169
Computer Information Security.....	169
Computer Software	169
Confidential Information	169
HITECH Legislation Impacts Health Care Providers.....	170
Member Assistance Programs	171
State & Federal Assistance Programs	171
Helping HealthSun Health Plans Members Attain Public Assistance Benefits through State and Federal Cost-Sharing Programs	171
Attaining Dual Eligibility Status Can Help Those Most in Need of Financial Aid.	171
Non-Dual Eligible Members May Still Qualify for Extra Help with Medicare Prescription Drug Plan Cost	172

HealthSun is committed to Helping Members Maximize Health Benefits through their Medicare Dual Eligibility Outreach Program	173
Medication Therapy Management Program (MTMP)	174
Purpose of the MTM Program	174
HealthSun MTMP Eligibility	174
Quality Improvement Program (SNP)	176
Introduction.....	176
Purpose	176
Element A: MOC Quality Performance Improvement Plan.....	178
Element B: Measurable Goals and Health Outcomes for the MOC	178
Element C: Measuring Patient Experience of Care (SNP Member Satisfaction)	178
Element D: Ongoing Performance Improvement Evaluation of the MOC	178
Element E: Dissemination of SNP Quality Performance Related to the MOC.....	179
Objectives.....	181
Scope of the SNP QI Program	183
QI Model.....	184
Committee Structure.....	184
Quality Management (QM) Committee:.....	185
Credentialing Committee	186
Risk Management Committee	186
Compliance Committee	187
Organizational Structure and Departmental Roles and Responsibilities	187
Roles and Responsibilities.....	188
Collaboration with other HealthSun departments	189
Key Stakeholder of SNP QI Performance	195
Frequency of communications with stakeholders	197
Individuals Responsible for Communicating Performance Updates.....	197
SNP QI Program Documents.....	197
Program Description	197
Work Plan	197
Program Evaluation	198
Committee Minutes	198

Confidentiality 198
Signatures..... 199
Case Management Program200
Forms.....217

Introduction and Background

Founded in 2005, HealthSun is a Medicare Advantage Plan with administrative offices located in Miami, Florida. HealthSun Health Plans is wholly owned by Elevance Health.

HealthSun serves more than 50,000 members in Miami- Dade, Broward, and Palm Beach Counties. HealthSun is one of the fastest growing health plans in South Florida.

HealthSun has received a 5-Star rating from 2017-2024 and from 2025 forward a 4.5-Star rating for its high performance in the Centers for Medicare and Medicaid Services (CMS) Part C and D Star Ratings. The Star Ratings measure performance in member experience and satisfaction with the plan, clinical care, and customer service. Our Star ratings demonstrate excellence in quality and operational measure.

We are proud that our members are satisfied with our services as demonstrated in our yearly independent member satisfaction survey. Our valued members are serviced through our extensive provider network and dedicated professionals. As a local plan, we recognize the healthcare needs of our community and strive to provide our members with the best service and experience possible.

We are sincerely pleased that you have agreed to participate with the HealthSun Health Plans network of providers. We look forward to working with you to offer quality health care to your patients who participate as members of HealthSun Health Plans. It is important at the outset that you are made aware of the goals and objectives that guide HealthSun in the provision of care and service to members. Equally important is your understanding of the efforts made by HealthSun to introduce an oversight committee structure that serves to monitor and provide continuous input into the operation of HealthSun.

HealthSun is organized to ensure:

- 1) Member's access to quality care,
- 2) On-going monitoring of appropriate utilization of services, and
- 3) Continuous evaluation and improvement in the quality of care and services delivered by participating providers to HealthSun members.

Our guiding goals are to:

- Improve and maintain member's physical and emotional status.
- Promote health and early intervention and empower members to develop and maintain healthy lifestyles.
- Involve members in treatment and care management decision-making.
- Ensure that the care and treatment provided to members are based on accepted evidenced-based medical principles, standards, and practices.
- Be accountable and responsive to member concerns and grievances.

- Utilize technology and other resources efficiently and effectively for members' welfare.
- Ensure that appropriate care and treatment is accessible to members and provided in a timely manner.

These goals are supported by the following HealthSun **operational objectives**:

- Enhancing the efficiency of resource utilization, while at the same time ensuring the delivery of high quality and accessible care and treatment.
- Proactive pursuit of methods to improve care and service to members.
- Provision of interventions designed to improve the overall health and productivity of members.
- Providing consistency and continuity in care and service throughout the HealthSun health and mental health care delivery network.
- Ensuring systematic identification and follow-up of potential quality/compliance issues.
- Continuously educating and reinforcing members, physicians, hospitals, and ancillary providers about goals, objectives, and structure for providing quality, cost-effective, and coordinated managed health and mental health care.
- Promoting open communication and interaction between providers and members.
- Review individual and aggregate utilization patterns.

HealthSun's Vision and Mission

Vision

Be the most innovative, valuable, and inclusive partner.

Mission

Improving lives and communities. Simplifying healthcare. Expecting more.

Values



HealthSun Key Contact List

Department Area	Contact Information	Hours of Operation
HealthSun Provider Inquiry Line (Eligibility, Benefits and Claims) Toll-Free Interactive Voice Response (IVR) E-Fax E-Mail	1-877-999-7776/ TTY 1-877-206-0500 1-877-207-4900 Main 786-393-5722 Provider Call Unit@healthsun.com	Monday – Friday 8:00 am – 7:00 pm Available to provide information to Providers regarding general provider inquiries such as Benefits, Services, Claims Processing and Payment.
Authorizations Telephonic Requests Fax Requests E-Mail Address	1-877-207-4900 1-305-448-4148 Utilization Dept@healthsun.com	During October 1 st through March 31 st office is open seven days a week from 8am-8pm (Closed on Thanksgiving and Christmas Day) From April 1 st through September 30 th , office is open Monday through Friday 8am to 8 pm (Closed on federal holidays)
Part D Services Department Mailing Address Toll-Free E-Fax E-Mail Part D Coverage determinations/ Prior authorization E-Fax CarelonRx- Pharmacy Helpdesk RXClaim Processing Information	HealthSun Health Plans, Inc. 11430 NW 20th street, Suite #300 Miami, FI 33172 Miami, FL 33174 1-877-336-2069 / TTY 1-877-206-0500 1-877-452-7496 RXMemberExperience@HealthSun.com 1-844-430-1705 1-833-377-4266 RXBIN: 020115 PCN: IS RXGroup: RX8446	During October 1 st through March 31 st office is open seven days a week from 8am- 8pm (Closed on Thanksgiving and Christmas Day) From April 1 st through September 30 th , office is open Monday through Friday 8am to 8 pm (Closed on federal holidays)

HealthSun Provider Portal & Website Provider Portal Website	https://provider.healthsun.com https://healthsun.com/for-providers	Please contact your designated Provider Operations Executive to obtain access or call 1-305-448-8100 Ext. 10822
Provider Operations Department Phone # E-Fax Email	1-305-448-8100 Ext. 10822 1-305-489-8110 Providerservices@healthsun.com	Available to provide information and assistance with Provider Portal Access, Demographic Changes, interested in joining Plan, General contract questions.
Claims (Paper) Mailing Address E-Fax	HealthSun Health Plans, Inc. Attention: Claims Department P.O Box 211154 Eagan, MN 55121 1-786-623-6655	Monday – Friday 8:00 am – 5:00 pm
Program Integrity Mailing Address E-mail E-Fax Claims Disputes E-Fax Underpayment Claim Disputes Email Address Underpayment Claim Project	HealthSun Health Plans, Inc. 11430 NW 20th street, Suite #300 Miami, FI 33172 Attention: Program Integrity Department AuditandRecovery@healthsun.com 1-786-363-8144 HealthSun Health Plans, Inc. 11430 NW 20th street, Suite #300 Miami, FI 33172 Attention: Claims Disputes Department 1-786-363-8144 ClaimsDispute@healthsun.com ClaimsReconciliations@healthsun.com	Monday – Friday 8:00 am – 5 pm

<p>Credentialing Mailing Address</p> <p>Toll-Free Telephone E-Fax E-Mail</p>	<p>HealthSun Health Plans, Inc. 11430 NW 20th Street Suite. 300 Miami, FL 33172 Attention: Credentialing Department</p> <p>1-877-207-4900 1-888-415-5826 HSHPCredentialingGroup@healthsun.com</p>	<p>Monday – Friday 8:00 am – 5:00 pm</p>
<p>Grievance & Appeals Department Mailing Address</p> <p>Toll-Free E-Fax E-Mail</p>	<p>HealthSun Health Plans, Inc. 11430 NW 20th street, Suite #300 Miami, FI 33172 Attention: Grievance and Appeals Department</p> <p>1-877-207-4900 1-877-589-3256 Grievance.Intake@Healthsun.com</p>	<p>Monday – Friday 8:00 am – 5:00 pm</p>
<p>Member Services Department (Designated for Members Only) Mailing Address</p> <p>Toll-Free TTY E-Fax E-Mail</p>	<p>HealthSun Health Plans, Inc. 11430 NW 20th street, Suite #300 Miami, FI 33172 Attention: Member Services Department</p> <p>1-877-336-2069 1-877-206-0500 1-305-234-9275 MemberServicesStaff@healthsun.com</p>	<p>During October 1st through March 31st office is open seven days a week from 8am- 8pm (Closed on Thanksgiving and Christmas Day) From April 1st through September 30th, office is open Monday through Friday 8am to 8 pm (Closed on federal holidays). Member Services also has free language interpreter services available for non-English speakers.</p> <p>TTY number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.</p>

Compliance Reporting		
<p>REPORTING MISCONDUCT ETHICS AND FRAUD, WASTE & ABUSE CONCERNS:</p> <ul style="list-style-type: none"> • Calling the Ethics and Compliance Helpline • Submitting an online report at: • Sending an email to: • Sending a letter to: 	<p>1-877-725-2702</p> <p>www.elevancehealthethicshelpline.com</p> <p>ethicsandcompliance@anthem.com</p> <p>Elevance Health Ethics Department VP, Chief Ethics and Privacy Officer 220 Virginia Avenue Indianapolis, IN 46206</p>	<p>The Ethics and Compliance Helpline is available 24-hours a day, seven days a week and 365 days a year.</p> <p>We have an obligation to report to the Ethics Department any suspected or observed misconduct, including violations of the Code of Conduct, company policies and procedures, laws and regulations, or any other ethical concerns.</p> <p>The Ethics Department provides various channels to submit reports or to ask questions. You may submit your report confidentially and anonymously by contacting the Ethics Department.</p>
<p>AGENCY FOR HEALTHCARE ADMINISTRATION (AHCA)</p> <p>Subcontractor Healthcare Facility Complaints:</p> <ul style="list-style-type: none"> • Agency Complaint Hotline • Online Complaint Form <p>Subcontractor Operation Concerns:</p> <ul style="list-style-type: none"> • Agency Complaint Hotline • Online Complaint Form 	<p>1-888-419-3456</p> <p>https://apps.ahca.myflorida.com/hcfc</p> <p>1-877-254-1055</p> <p>https://ahca.myflorida.com/contact-ahca/filing-a-complaint</p>	<p>To ensure that each of its employees or subcontractors who performs activities to report concerns pertaining to a health care facility.</p> <p>To ensure that plan employees or subcontractors who performs activities related to the services associated with this Contract, will report to the Agency areas of concern relative to the operation of any entity covered by this Contract.</p>

***** For questions or inquiries related to these services or other services not listed above, please contact our Provider Help Line at 1-877-999-7776.**

Our Provider Help Line hours of operation are 8: a.m. to 5 p.m. Eastern Standard Time, Monday through Friday.

Definitions & Acronyms

Access to Care – While this Agreement is in effect, Provider shall provide Covered Services to Members under the terms of this Agreement. Provider shall comply with HSPN's and MCO's written standards for timely access to care and Covered Services by Members. The following Covered Services may be provided to Members without authorization from MCO: (a) screening mammography and influenza vaccination Covered Services; and (b) for women, routine and preventive Covered Services from a Provider that is a women's health specialist. No Copayments shall apply to influenza and pneumococcal vaccines. Provider shall provide Covered Services to all Members on the same basis as Provider is accepting non-Members as new patients without regard to race, ethnicity, religion, gender, color, national origin, age, sexual orientation, genetic information, source of payment, any factor related to physical or mental health status, or on any other basis deemed unlawful under federal, state or local law.

Ad Hoc – A report designed for a specific purpose, case, or situation.

The Agency – State of Florida, Agency for Health Care Administration (AHCA), its employees acting in their official capacity, or its designee.

Agreement means this Agreement between HSPN and Provider.

Annual Enrollment Period – A set time each fall when members can change their health or drug plans or switch to Original Medicare. The Annual Enrollment Period is from October 15 until December 7.

Appeal – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving. For example, you may ask for an appeal if we don't pay for a drug, item, or service you think you should be able to receive.

Centers for Medicare & Medicaid Services (CMS) – The Federal agency that administers the Medicare program.

Copayment means the amount, if any, required to be paid by a Member to Participating Providers as additional payments for Covered Services at the time Covered Services are rendered in accordance with MCO's schedule of benefits applicable to the particular health services plan in which a Member is enrolled.

Cost-Sharing – Cost-sharing refers to amounts that a member has to pay when services or drugs are received. Cost-sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services or drugs are covered; (2) any fixed "copayment" amount that a plan requires when a specific service or drug is received; or (3) any "coinsurance" amount, a percentage of the total amount paid for a service or drug, that a plan requires when a specific service or drug is received. A "daily cost-sharing rate" may apply when your doctor prescribes less than a full month's supply of certain drugs for you and you are required to pay a copayment.

Cost-Sharing Tier – Every drug on the list of covered drugs is in one of six (6) cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug.

Covered Drugs – The term we use to mean all of the prescription drugs covered by our plan.

Covered Services means all Medically Necessary medical services required to be provided to Members under MCO's Medicare Advantage Agreement(s) and under the terms of MCO's agreements with Subscribers, including, without limitation, Primary Care Covered Services, specialist medical services, hospital services, ancillary and diagnostic services, and Emergency Medical Services. Covered Services are subject to change at any time as required by applicable law or under MCO's Medicare Advantage Agreement(s).

Credential or **Credentialing** means the process for verifying that physicians providing services under this Agreement are adequately trained, licensed, of good professional reputation and capable of working with others in the provision of Covered Services to Members. The term shall be construed to include the re-credentialing process.

DFS means Florida Department of Financial Services.

DHHS or **HHS** means United States Department of Health and Human Services.

Dual Eligible - A Medicare managed care recipient who is also eligible for Medicaid.

Durable Medical Equipment (DME)– Certain medical equipment that is ordered by your doctor for medical reasons. Examples include walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

Eligible Provider – A provider that has an agreement with the Vendor to serve enrolled dual eligibles.

Emergency Medical Condition or **Emergency** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- Serious jeopardy to the health of the individual or, in the case of a pregnant women, the health of the woman or her unborn child;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

Additionally, to be considered Emergency Services the transfer of the Member to a Participating Provider must be precluded because the risk to the Member's health, or the distance and nature of illness involved would make such transfer unreasonable.

Emergency Services means Covered Services that are (i) furnished by a provider qualified to furnish emergency services; and (ii) needed to evaluate or stabilize an emergency medical condition.

Encounter Data – Data elements from an Encounter service event for a fee-for-service claim or capitated services proxy claim.

Enrolled Dual Eligible – A dual eligible who is eligible to participate in, and is voluntarily enrolled in, the Vendor’s SNP Plan. For purposes of this Contract, enrolled dual eligibles are QMB, QMB Plus, SLMB, SLMB Plus, QI, QDWI, and FBDE. This includes full duals but excludes ICP eligible recipients during the enrollment month.

Extra Help – A Medicare program to help people with limited income and resources pay Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance.

Full Benefit Dual Eligible (FBDE) – An individual who does not meet the income or resource criteria for QMB or SLMB, but is eligible for Medicaid either categorically or through optional coverage groups based on Medically Needy status, special income levels for institutionalized individuals, or home and community-based waivers. Medicaid does not pay towards out-of-pocket (OOP) costs for the deductible, premium, coinsurance, or copayments for Medicare Part D prescription drug coverage.

Full Dual – An individual who has Medicare and full Medicaid coverage.

Generic Drug – A prescription drug that is approved by the Food and Drug Administration (FDA) as having the same active ingredient(s) as the brand name drug. Generally, a “generic” drug works the same as a brand name drug and usually costs less.

Grievance - A type of complaint you make about us or pharmacies, including a complaint concerning the quality of your care. This type of complaint does not involve coverage or payment disputes.

Highly Integrated Dual Eligible SNP (HIDE SNP) – Provides Medicare and Medicaid benefits under a single entity, which includes Behavioral health services coverage, consistent with state policy.

Home Health Aide – A home health aide provides services that do not need the skills of a licensed nurse or therapist, such as help with personal care (e.g., bathing, using the toilet, dressing, or carrying out the prescribed exercises). Home health aides do not have a nursing license or provide therapy.

Hospice - A member who has 6 months or less to live has the right to elect hospice. We, your plan, must provide you with a list of hospices in your geographic area. If you elect hospice and continue to pay premiums you are still a member of our plan. You can still obtain all medically necessary services as well as the supplemental benefits we offer. The hospice will provide special treatment for your state.

Hospital Inpatient Stay – A hospital stay when you have been formally admitted to the hospital for skilled medical services. Even if you stay in the hospital overnight, you might still be considered an “outpatient.”

Initial Coverage Limit – The maximum limit of coverage under the Initial Coverage Stage.

Initial Coverage Stage – This is the stage before your total drug costs including amounts you have paid and what your plan has paid on your behalf for the year have reached **\$6,000**.

Initial Enrollment Period – When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. For example, if you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.

Low Income Subsidy (LIS) – See “Extra Help.”

MCO Provider Manual means the applicable MCO Provider Manual, as amended and revised from time to time by MCO in its sole discretion.

MCO Provider Manual means the applicable MCO Provider Manual, as amended and revised from time to time by MCO in its sole discretion.

Medicare – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant). People with Medicare can get their Medicare health coverage through Original Medicare a Medicare Cost Plan, a PACE plan, or a Medicare Advantage Plan.

Medicare Advantage (“MA”) means an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that enrolled Medicare beneficiaries would otherwise receive directly from the Medicare program.

Medicare Advantage Dual Eligible Special Needs Plan (SNP) – A type of Medicare Advantage coordinated care plan focused on individuals with special needs created by Section 231 of the Medicare Modernization Act of 2003.

Medicare Advantage Organization (“MA Organization”) means an entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

Member means a Subscriber who (i) is enrolled in one of MCO's Medicare Advantage plans covered under this Agreement, as reflected on Attachment C hereof, and (ii) is assigned by MCO or HSPN to Provider or to a Provider Primary Care Physician, or who has selected a Provider Primary Care Physician.

Participating Provider means a Primary Care Physician, Specialty Physician, hospital, ambulatory surgical center, home health care agency, pharmacy, multi-specialty group practice, or any other health care provider which or who has entered into an agreement with, or is otherwise engaged by, MCO to provide Covered Services to Members. Any such Participating Provider may be designated as a Participating Hospital, Participating Physician, Participating Pharmacy, etc.

Providers” are doctors and other health care professionals licensed by the state to provide medical services and care. The term “providers” also includes hospitals and other health care facilities.

Quality Improvement Program means the program of Quality Improvement established by MCO to assure the proper level and quality of care is provided including, but not limited to, MCO’s policies and procedures.

Qualified Disabled and Working Individual (QDWI) – An individual who has lost Medicare Part A benefits due to a return to work, but is eligible to enroll in and purchase Medicare Part A. The individual’s income may not exceed two hundred percent (200%) FPL and resources may not exceed twice the SSI limit. The individual may not be otherwise eligible for Medicaid. These individuals are eligible for Medicaid payment of the Part A premium only. Medicaid does not pay towards out-of-pocket (OOP) costs for the deductible, premium, coinsurance, or copayments for Medicare Part D prescription drug coverage.

Qualifying Individual (QI) – An individual entitled to Medicare Part A, with an income at least one hundred twenty percent (120%) FPL but less than one hundred thirty-five percent (135%) FPL, and resources that do not exceed twice the SSI limit, and who is not otherwise eligible for Medicaid benefits. This individual is eligible for Medicaid payment of the Medicare Part B premium. Medicaid does not pay towards out-of-pocket (OOP) costs for the deductible, premium, coinsurance, or copayments for Medicare Part D prescription drug coverage.

Quality Improvement Organization (QIO) – A group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients. See Chapter 2, Section 4 for information about how to contact the QIO for your state.

Qualified Medicare Beneficiaries (QMB) – An individual entitled to Medicare Part A, with an income of one hundred percent (100%) Federal poverty level (FPL) or less and resources that do not exceed twice the limit for Supplementary Social Security Income (SSI) eligibility, and who is not otherwise eligible for full Medicaid benefits through the State. Medicaid pays their Medicare Part A premiums, if any, Medicare Part B premiums, and Medicare deductibles and coinsurance for Medicare services provided by Medicare providers to the extent consistent with the Medicaid State Plan. Medicaid does not pay towards out-of-pocket (OOP) costs for the deductible, premium, coinsurance, or copayments for Medicare Part D prescription drug coverage.

Qualified Medicare Beneficiaries Plus (QMB Plus) – An individual entitled to Medicare Part A, with income of one hundred percent (100%) FPL or less and resources that do not exceed twice the limit for Supplementary Security Income (SSI) eligibility, and who is eligible for full Medicaid benefits. Medicaid pays their Medicare Part A premiums, if any, Medicare Part B premiums, Medicare deductibles and coinsurance, and provides full Medicaid benefits to the extent consistent with the State Plan. These individuals often qualify for full Medicaid benefits by meeting Medically Needy standards, or by spending down excess income to the Medically Needy level. Medicaid does not pay towards the out-of-pocket (OOP) costs for the deductible, premium, coinsurance, or copayments for Medicare Part D prescription drug coverage.

Sick Care means care provided for non-urgent problems that do not substantially restrict normal activity, but could develop complications if left untreated (e.g., chronic disease).

Specialty Physician means a Participating Provider who is appropriately qualified in a certain medical specialty as determined by MCO, who provides Covered Services to Members within the range of such specialty, who elects to be designated as a Specialty Physician by MCO, and who meets all other requirements for Specialty Physicians contained in MCO's rules and regulations, including the MCO Provider Manual, and in the Agreement between MCO and the Specialty Physician.

Service Area – A geographic area where a health plan accepts members if it limits membership based on where people live. For plans that limit which doctors and hospitals you may use, it's also generally the area where you can get routine (non-emergency) services. The plan may disenroll you if you permanently move out of the plan's service area.

Skilled Nursing Facility (SNF) Care – Skilled nursing care and rehabilitation services provided on a continuous, daily basis, in a skilled nursing facility. Examples of skilled nursing facility care include physical therapy or intravenous injections that can only be given by a registered nurse or doctor.

Special Enrollment Period – A set time when members can change their health or drug plans or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you are getting "Extra Help" with your prescription drug costs, if you move into a nursing home, or if we violate our contract with you.

Specific Low Income Medicare Beneficiary (SLMB) – An individual entitled to Medicare Part A, with an income that exceeds one hundred percent (100%) FPL but less than one hundred twenty percent (120%) FPL, with resources that do not exceed twice the Supplementary Security Income (SSI) limit, and who is not otherwise eligible for Medicaid. These individuals are eligible for Medicaid payment of the Medicare Part B premium only. They do not qualify for any additional Medicaid benefits. Medicaid does not pay towards out-of-pocket (OOP) costs for the deductible, premium, coinsurance, or copayments for Medicare Part D prescription drug coverage.

Specific Low-Income Medicare Beneficiary Plus (SLMB Plus) – An individual who meets the standards for SLMB eligibility, and who also meets the criteria for full State Medicaid benefits. These individuals are entitled to payment of the Medicare Part B premium, in addition to full State Medicaid benefits. These individuals often qualify for Medicaid by meeting Medically Needy standards or by spending down excess income to the Medically Needy level. Medicaid does not pay towards out-of-pocket (OOP) costs for the deductible, premium, coinsurance, or copayments for Medicare Part D prescription drug coverage.

Urgently Needed Services – Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Urgently needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible. Covered Services that are not Emergency Services, provided when a Member is temporarily absent from the MCO's service area (or, under unusual and extraordinary circumstances, provided when the Member is in the service area but the MCO's provider network is temporarily unavailable or inaccessible) when

the services are medically necessary and immediately required (a) as a result of an unforeseen illness, injury or condition; and (b) it was not reasonable given the circumstances to obtain the services through the MCO.

Utilization Management/Utilization Management Program means the evaluation and determination of the appropriateness of patient use of medical care resources, and provision of any needed assistance to clinician and/or Member, to ensure appropriate use of resources. Utilization Management includes prior authorization, concurrent review, retrospective review, discharge planning, case management, and disease management protocols.

Well Care means a routine medical visit for one of the following: routine follow-up to a previously treated condition or illness, adult physicals, and any other routine visit for other than the treatment of an illness.

Acronyms

BAA Business Associate Agreement
CAP Corrective Action Plan
CEO Chief Executive Officer
CFO Chief Financial Officer
CFR Code of Federal Regulations
CJIS Criminal Justice Information System
DCF Department of Children and Families
DPPA Driver Privacy Protection Act
SNP Dual Eligible Special Needs Plan
EEO Equal Employment Opportunity
EPSDT Early and Periodic Screening, Diagnostic and Treatment
FAC Florida Administrative Code
FAR Florida Administrative Register
FBDE Full Benefit Dual Eligible
FIDE SNP Fully Integrated Dual Eligible Special Needs Plan
FIPS Federal Information Processing Standards
FS Florida Statutes
HIDE SNP Highly Integrated Dual Eligible Special Needs Plan
HIPAA Health Insurance Portability and Accountability Act
HITECH Health Information Technology for Economic and Clinical Health
HMO Health Maintenance Organization
ICP Institutional Care Program
ISM Information Security Manager
IT Information Technology
MIPPA Medicare Improvement for Patients and Providers Act of 2008
MVC Model View Controller
NIEM National Information Exchange Model
NIST National Institute for Standards and Technology
OOP Out-of-pocket
PASRR Preadmission Screening and Resident Review
PHI Protected Health Information

PII Personally Identifiable Information
QDWI Qualified Disabled and Working Individual
QI Qualifying Individual
QMB Qualified Medicare Beneficiaries
QMB Plus Qualified Medicare Beneficiaries Plus
SFTP Secure File Transfer Protocol
SLMB Specific Low-Income Medicare Beneficiary
SLMB Plus Specific Low-Income Medicare Beneficiary Plus
SOC Service Organization Controls
SQL Structured Query Language
SSI Supplemental Security Income
SSL Secure Sockets Layer
SSRS SQL Server Report Services
TFS Team Foundation Server
TLS Transport Layer Security
TPL Third Party Liability
URL Uniform Resource Locator
US United States
USC United States Code
W3C World Wide Web Consortium

HealthSun Health Plans Commitment to Providers

HealthSun embraces the concept of establishing a strong partnership with our healthcare provider network. We know that this partnership requires us to continually demonstrate our commitment to communicate effectively, educate our provider partners about HealthSun's operations, and offer our providers efficient and effective avenues for addressing provider inquiries and concerns. Accordingly, HealthSun is committed to:

Provider Support

- Having exceptionally trained Provider Operations Representatives and Provider Help Line staff available to answer questions, provide claims status, and resolve problems during regular business hours.

Prompt Claims Payment

- Plan, as applicable, shall comply with the provisions of Florida prompt payment guidelines as established in Section 641.3155, F.S. that describes the timing and procedures applicable to claims for payment and overpayment submitted by the physician/provider, as well as retroactive denials of claims due to eligibility. Further, the provider shall exhaust all internal dispute resolution procedures pursuant to the Agreement as a prerequisite to the submission of a claim by the physician/provider to the resolution organization established by AHCA, pursuant to 408.7057, F.S.
- Assisting physicians/providers to submit claims for payment via electronic format (EDI) for purposes of efficiency, tracking, and improved payment turnaround; and
- Assisting physicians/providers in posting claims to their accounts receivable through designing an easy-to-use Explanation of Benefits (EOB).

Efficient, Practical, and High-Quality Medical Management

- Providing the most efficient methods to obtain referrals and authorizations, including the ability to request referrals/authorization on-line;
- Approving outpatient diagnostic services, ambulatory surgery, and non-urgent hospitalization requests within 24-hours of receipt of all necessary information and;
- Developing and implementing state-of-the-art health risk management, chronic care improvement, and wellness programs to assist our physicians/providers to provide the highest quality of care to their patients and to ensure the highest quality of life for their patients.

HealthSun Health Plans will Ensure:

- Provision of care and services to our members is made available through our Provider Network.
- Non-discriminatory practices for prospective and current enrollees or to enrollees with physical, mental disability and or chronic illnesses.
- To maintain current membership records for providers.
- Provider Operation staff is available to Providers and their staff.
- Training and support for Providers and their Staff.
- Provider support in the provision of language services.
- To provide changes, revisions, updates, enrollment, and disenrollment data.

- Maintain an established referral support for Provider and their Staff.
- To maintain communication with providers and their staff for revisions to Policies or Procedures in accordance with Regulatory and Accreditation Agencies.
- To require compliance from Providers for Site Audits, Medical Record Review, Access Audits, QI Reviews, and other requirements as determined by HealthSun.
- To notify Provider of changes, revisions, additions, deletions and other modifications to their agreements.
- To notify and forward member Health Risk Assessment Information to Provider.

Summary of the Florida Patient's bill of Rights and Responsibilities

NOTE: All providers are required to post this summary in their offices.

Florida Law requires that your healthcare provider or facility recognize your rights while you are receiving medical care and that you respect the provider's or facility's right to expect certain behavior on the part of patients. You may request a copy of the full text of this law from your healthcare provider or facility. A summary of your rights and responsibilities follows:

- A patient has the right to be treated with courtesy and respect, with appreciation of his or her individual dignity, and with protection of his or her need for privacy.
- A patient has the right to a prompt and reasonable response to questions and requests.
- A patient has the right to know who is providing medical services and who is responsible for his or her care.
- A patient has the right to know what patient support services are available, including whether an interpreter is available if he or she does not speak English.
- A patient has the right to bring any person of his or her choosing to the patient-accessible areas of the healthcare facility or provider's office to accompany the patient while the patient is receiving inpatient or outpatient treatment or is consulting with his or her healthcare provider, unless doing so would risk the safety or health of the patient, other patients, or staff of the facility or office or cannot be reasonably accommodated by the facility or provider.
- A patient has the right to know what rules and regulations apply to his or her conduct.
- A patient has the right to be given by the healthcare provider information concerning diagnosis, planned course of treatment, alternatives, risks, and prognosis.
- A patient has the right to refuse any treatment, except as otherwise provided by law.
- A patient has the right to be given, upon request, full information, and necessary counseling on the availability of known financial resources for his or her care.
- A patient who is eligible for Medicare has the right to know, upon request and in advance of treatment, whether the healthcare provider or healthcare facility accepts the Medicare assignment rate.
- A patient has the right to receive, upon request, prior to treatment, a reasonable estimate of charges for medical care.
- A patient has the right to receive a copy of a reasonably clear and understandable itemized bill and, upon request, to have the charges explained.
- A patient has the right to impartial access to medical treatment or accommodations, regardless of race, national origin, religion, handicap or source of payment.
- A patient has the right to treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- A patient has the right to know if medical treatment is for purposes of experimental research and to give his or her consent or refusal to participate in such experimental research.

- A patient has the right to express grievances regarding any violation of his or her rights, as stated in Florida law, through the grievance procedure of the healthcare provider or healthcare facility which served him or her and to the appropriate state licensing agency
- A patient is responsible for providing to the healthcare provider, to the best of his or her knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his or her health.
- A patient is responsible for reporting unexpected changes in his or her condition to the healthcare provider.
- A patient is responsible for reporting to the healthcare provider whether he or she comprehends a contemplated course of action and what is expected of him or her.
- A patient is responsible for following the treatment plan recommended by the healthcare provider.
- A patient is responsible for keeping appointments, and when he or she is unable to do so for any reason, for notifying the healthcare provider or healthcare facility.
- A patient is responsible for his or her actions if he or she refuses treatment or does not follow the healthcare provider's instructions.
- A patient is responsible for assuring that the financial obligations of his or her healthcare are fulfilled as promptly as possible.
- A patient is responsible for following healthcare facility rules and regulations affecting patient care and conduct.

Contract Requirements through Policies Standards and Manuals

In addition to the aforementioned provisions, HealthSun must include Medicare Advantage (MA) related provisions in the policies and procedures that are distributed to providers and suppliers that constitute the organizations' health services delivery network.

The Following table summarizes these provisions, which may be accessed via the Code of Federal Regulations (CFR), which is available on the United States Government Printing Office website (<https://www.gpo.gov/>).

CONTRACT REQUIREMENTS THROUGH POLICIES, STANDARDS & MANUALS Medicare Managed Care Manual, Chapter 11, "Medicare Advantage Application Procedures and Contract Requirements," § 100.4 – Provider and Supplier Contract Requirements. (Revised 04/25/07); Title 42. Chapter IV Subchapter B. Part 422	
Summary of CMS Requirement	CFR.
Safeguard privacy and maintain records accurately and timely	422.118
Permanent "out of area" members to receive benefits in continuation area	422.54(b)
Prohibition against discrimination based on health status	422.110(a)
Pay for emergency and urgently needed services	422.100(b)
Pay for renal dialysis for those temporarily out of a service area	422.100(b)(1)(iv)
Direct access to mammography and influenza vaccinations	422.100(g)(1)
No copay for influenza and pneumococcal vaccines	422.100(g)(2)
Agreements with providers to demonstrate "adequate" access	422.112(a)(1)
Direct access to women's specialists for routine and preventive services	422.112(a)(3)
Services available 24 hours/day, 7 days/week	422.112(a)(7)
Adhere to CMS marketing provisions	422.80(a), (b), (c)
Ensure services are provided in a culturally competent manner	422.112(a)(8)
Maintain procedures to inform members of follow-up care or provide training in self-care as necessary	422.112(b)(5)
Document in a prominent place in medial record if individual has executed advance directive	422.128(b)(1)(ii)(E)
Provide services in a manner consistent with professionally recognized standards of care	422.504(a)(3)(iii)
Continuation of benefits provisions (may be met in several ways, including contract provision)	422.504(g)(2)(i); 422.504(g)(2)(ii); 422.504(g)(3)
Payment and incentive arrangements specified	422.208
Subject to applicable Federal laws	422.504(h)
Disclose to CMS all information necessary to (1) Administer & evaluate the program (2) Establish and facilitate a process for current and	422.64(a): 422.504(a)(4) 422.504(f)(2)

prospective beneficiaries to exercise choice in obtaining Medicare services	
Must make good faith effort to notify all affected members of the termination of a provider contract 30 calendar days before the termination by plan or provider	422.111(e)
Submission of data, medical records and certify completeness and truthfulness	422.310(d)(3)-(4), 422.310(e), 422.504(d)-(e), 422.504(i)(3)-(4), 422.504(l)(3)
Comply with medical policy, QI and MM	422.202(b); 422.504(a)(5)
Disclose to CMS quality & performance indicators for plan benefits re: disenrollment rates for beneficiaries enrolled in the plan for the previous two years	422.504(f)(2)(iv)(A)
Disclose to CMS quality & performance indicators for the benefits under the plan regarding enrollee satisfaction	422.504(f)(2)(iv)(B)
Disclose to CMS quality & performance indicators for the benefits under the plan regarding health outcomes	422.504(f)(2)(iv)(C)
Notify providers in writing for reason for denial, suspension & termination	422.202(c)(1)
Provide 60 days' notice (terminating contract without cause)	422.202(c)(4)
Comply with Federal laws and regulations to include, but not limited to: Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. Seq.) and the anti-kickback statute (section 1128B(b) of the Act)	422.504(h)(1)
Prohibition of use of excluded practitioners	422.752(a)(8)
Adhere to appeals/grievance procedures	422.562(a)

CMS Specific Guidance About Provider Promotional Activities

Refer to the Chapter 3: Medicare Marketing Guidelines, §70.12 to §70.12.7 for detailed information.

As used in specific guidance about provider activities, the term “provider” refers to all providers contracted with HealthSun Health Plans, Inc. (HealthSun) and their sub- contractors, including but not limited to pharmacists, pharmacies, physicians, hospitals, and long-term care facilities. HealthSun shall ensure that any provider contracted with the plan (and its sub-contractors) performing functions on the plan sponsor’s behalf related to the administration of the plan benefit, including all activities related to assisting in enrollment and education, agrees to the same restrictions and conditions that apply to HealthSun through its contract, and shall prohibit them from steering, or attempting to steer an undecided potential enrollee toward a plan, or limited number of providers, offered either by HealthSun or another plan sponsor, based on the financial interest of the provider or agent (or their subcontractors or agents). While conducting a health screening, providers may not distribute plan information to patients.

CMS is concerned with the provider activities for the following reasons:

- 1) Providers may not be fully aware of all plan benefits and costs; and
- 2) Providers may confuse the beneficiary if the provider is perceived as acting as an agent of the plan vs. acting as the beneficiary's provider.

Providers may face conflicting incentives when acting as a plan representative. For example, some providers may gain financially from a beneficiary's selection of one plan over another plan. Additionally, providers generally know their patients' health status. The potential for financial gain by the provider steering a beneficiary's selection of a plan could result in recommendations that do not address all the concerns or needs of a potential enrollee. These provider Marketing Guidelines are designed to guide plans and providers in assisting beneficiaries with plan selection, while at the same time striking a balance to ensure that provider assistance results in plan selection that is always in the best interests of the beneficiary.

Providers should remain neutral parties in assisting plan sponsors with marketing to beneficiaries or assisting with enrollment decisions. Providers not being fully aware of plan benefits and costs could result in beneficiaries not receiving information needed to make an informed decision about their health care options.

Following are requirements associated with provider activities. HealthSun requires that any provider contracted with the plan (and its subcontractors) comply with these requirements:

- 1. Provider Activities and Materials in the Health Care Setting** – Beneficiaries often look to their health care professionals to provide them with complete information regarding their health care choices (e.g., providing objective information regarding specific plans, such as covered benefits, cost sharing, drugs on formularies, utilization management tools, eligibility requirements for Special Needs Plans). To the extent that a provider can assist a beneficiary in an objective assessment of the beneficiary's needs and potential plan options that may meet those needs, providers are encouraged to do so. To this end, providers may certainly engage in discussions with beneficiaries when patient seek information or advice from their provider regarding their Medicare options. Providers are permitted to make available and/or distribute plan marketing materials for all plans with which the provider participates and display posters or other materials announcing plan contractual relationships (including PDP enrollment applications, but not MA or MA-PD enrollment applications). However, providers cannot accept enrollment applications. Providers also cannot direct, urge, or attempt to persuade beneficiaries to enroll in a specific plan. In addition, providers cannot offer anything of value to induce plan enrollees to select them as their provider.

Providers may inform prospective enrollees where they may obtain information on the full range of plan options. Because providers are usually not fully aware of all Medicare plan benefits and costs, they are advised to additionally refer their patients to other sources of information, such as the State Health Insurance Assistance Programs, plan marketing representatives, their State Medicaid Office, local Social Security Administration Office, <https://www.medicare.gov/> or 1-800-MEDICARE.

The “Medicare and You” Handbook or “Medicare Compare Options” (from <https://www.medicare.gov/>), may be distributed by providers without additional approvals. There may be other documents that provide comparative and descriptive material about plans, of a broad nature, that are written by CMS or have been previously approved by CMS. These materials may be distributed by plans and providers without further CMS approval. This includes CMS Medicare Prescription Drug Plan Finder information via a computer terminal for access by beneficiaries. Plans should advise contracted providers of the provisions of these rules.

- 2. Plan Activities and Materials in the Health Care Setting** – While providers are prohibited from accepting enrollment applications in the health care setting, plans or plan agents may conduct sales activities in health care settings as long as the activity takes place in the common areas of the setting and patients are not misled or pressured into participating in such activities. Common areas, where marketing activities are allowed, include areas such as hospital or nursing home cafeterias, community or recreational rooms and conference rooms. If a pharmacy counter is located within a retail store, common areas would include the space outside of where patients wait for services or interact with pharmacy providers and obtain medications.

Plans are prohibited from conducting sales presentations, distributing, and accepting enrollment applications and soliciting Medicare beneficiaries in areas where patients

Primarily intend to receive health care services or are waiting to receive health care services. These restricted areas generally include, but are not limited to, waiting rooms, exam rooms, hospital patient rooms, pharmacy counter areas and dialysis center treatment areas (where patients interact with their clinical team and receive treatment). The prohibition against conducting marketing activities also applies to activities planned in these settings outside of normal business hours. An example of such activity includes providers sending out authorization to their members, such as nursing home members, to request that the member give permission for a plan sponsor to contact them about available plan products (through mailing, hand delivery or attached to an affiliation notice).

Only upon request by the beneficiary are plan sponsors permitted to schedule appointments with beneficiaries residing in long-term care facilities. Providers are permitted to make available and/or distribute plan marketing materials as long as the provider and/or facilities distributes or makes available plan sponsor marketing materials for all plans with which the provider participates. CMS does not expect providers to proactively contact all participating plans; rather, if a provider agrees to make available and/or distribute plan marketing materials they should do so knowing it must accept future requests from other plan sponsors with which it participates. Providers are also permitted to display posters or other materials in common areas within the long-term care facility and in admission packets announcing all plan contractual relationships. Long-term care facility staff are permitted to provide residents that meet the I-SNP criteria an explanatory brochure for each I-SNP with which the facility contracts. The brochure can explain about the qualification criteria and the benefits of being an I-SNP. The brochure may have a reply card or telephone number for the resident or responsible party to call to agree to a meeting or request additional information.

- 3. Provider Affiliation Information** – Providers may announce new affiliations and repeat affiliation announcements for specific plans through general advertising (e.g., radio, television). New affiliation announcements are those providers who have entered into a new contractual relationship with HealthSun. Providers may make new affiliation announcements within the first 30 days of the new contract agreement. An announcement to patients of a new affiliation which names only one plan may occur only once when such announcement is conveyed through direct mail, email or phone. Additional direct mail and/or email communications from providers to their patients regarding affiliations must include all plans with which the provider contracts. ***Any affiliation communication materials that describe plans in any way (e.g., benefits, formularies) must be approved by CMS.*** Materials that indicate the provider has an affiliation with certain plan sponsors and that only list plan names and/or contact information does not require CMS approval. CMS does not expect providers to proactively contact all participating plans; rather, if a provider agrees to make available and/or distribute plan marketing materials for some of its contracted plans, it should do so knowing it must accept future requests from other plan sponsors with which it participates.
- 4. SNP Provider Affiliation Information** – Providers may feature SNPs in a mailing announcing an ongoing affiliation. This mailing may highlight the provider’s affiliation or arrangement by placing the SNP affiliations at the beginning of the announcement and include specific information about the SNP. This includes providing information on special plan features, the population the SNP serves or specific benefits for each SNP. The announcement must list all other SNPs with which the provider is affiliated.

5. **Comparative and Descriptive Plan Information** – Providers may distribute printed information provided by a plan sponsor to their patients comparing the benefits of all of the different plans with which they contract. Materials may not “rank order” or highlight specific plans and should include only objective information. Such materials must have the concurrence of all plans involved in the comparison and must be approved by CMS prior to distribution (e.g., these items are not subject to File & Use). The plans must determine a lead plan to coordinate submission of these materials. CMS holds plans responsible for any comparative/descriptive material developed and distributed on their behalf by their contracting providers.
6. **Comparative and Descriptive Plan Information Provided by a Non-Benefit/Service Providing Third-Party** – Providers may distribute printed information comparing the benefits of different plans (all or a subset) in a service area when the comparison is done by an objective third party (e.g., SHIPs, State agency or independent research organizations that conduct studies). For more information on non-benefit/service providing third party providers (See § 40.14.6, “Non-Benefit/Service-Providing Third Party Marketing Materials” of the Medicare Marketing Guidelines – Chapter 3).
7. **Providers/Provider Group Web Sites** – Provider websites may provide links to plan enrollment applications and/or provide downloadable enrollment applications. The site must provide the links/downloadable formats to enrollment applications for all plans with which the provider participates. As an alternative, providers may include a link to the CMS Online Enrollment Center (OEC).

NOTE: SNPs have the option to use the links, and the SNP should notify the provider that they may use the OEC link if they choose to, but it is not required.

8. **Leads from Providers** – Plans and providers are responsible for following all Federal and State laws regarding confidentiality and disclosure of patient information to plan sponsors for marketing purposes.

This obligation includes compliance with the provisions of the HIPPA privacy rule and its specific rules regarding uses and disclosures of beneficiary information. In addition, plans are subject to sanction for engaging in any practice that may reasonably be expected to have the effect of denying or discouraging enrollment of individuals whose medical condition or history indicates a need for substantial future medical services (i.e., health screening or “cherry picking”).

NOTE: *A provider should not attempt to switch or steer plan enrollees or potential plan enrollees to a specific plan or group of plans to further the financial or other interests of the provider. All payments that plans make to providers for services must be fair market value, consistent for necessary services, and otherwise comply with all relevant laws and regulations, including the Federal and any State anti-kickback statute. For enrollment and disenrollment issues related to beneficiaries residing in long-term care facilities (e.g., enrollment period for beneficiaries residing in long-term care facilities and use of personal representatives in completing an enrollment application) please refer to Chapter 2 of the Medicare Managed Care Manual and Chapter 3 of the Medicare Prescription Drug Benefit Manual.*

Sample Can/Cannot List for Provider Interactions with Potential Plan Enrollees

Providers contracted with plans (and their subcontractors) **can**:

- 1) Provide the names of plans with which they contract and/or participate (See “Provider Affiliation Information” for additional information on affiliation).
- 2) Provide information and assistance in applying for the Low-Income Subsidy (LIS).
- 3) Make available and/or distribute plan marketing materials for a subset of contracted plans only as long as the providers offer the option of making available and/or distributing marketing materials to all plans with which they participate.
- 4) Provide objective information on plan sponsors’ specific plan formularies, based on a patient’s medications and health care needs.
- 5) Provide objective information regarding plan sponsors’ plans, including information such as covered benefits, cost sharing, and utilization management tools.
- 6) Make available and/or distribute PDP enrollment applications, but no MA or MA-PD enrollment applications, for all plans with which the provider participates.
- 7) Refer their patients to other sources of information, such as SHIPs, plan marketing Representatives, their State Medicaid Office, local Social Security Administration Offices, CMS’s Web site at <https://www.medicare.gov/> or calling 1-800-MEDICARE.
- 8) Print out and share information with patients from CMS’s Web site.

Providers contracted with plans (and their contractors) **cannot**:

- 1) Direct, urge, or attempt to persuade, any prospective enrollee to enroll in a particular plan or to insure with a particular company based on financial or any other interest of the provider (or subcontractor).
- 2) Mail marketing materials on behalf of plan sponsors.
- 3) Accept/collect enrollment applications.
- 4) Offer inducements to persuade beneficiaries to enroll in a particular plan or organization.

- 5) Health screenings is a prohibited marketing activity.
- 6) Offer anything of value to induce plan enrollees to select them as their provider.
- 7) Expect compensation in consideration for the enrollment of a beneficiary.
- 8) Expect compensation directly or indirectly from the plan for beneficiary enrollment activities.
- 9) Offer sales/appointment forms.
- 10) Distribute materials/applications within an exam room setting
- 11) Advertise services such as computer classes, citizenship assistance, English classes, and other non-health-related services to Medicare beneficiaries to be paid with Medicare dollars. CMS regulations at 42 CFR. §422.2268 specifically prohibit engaging in activities that could mislead or confuse Medicare beneficiaries and the marketing of non-health care related products to prospective members.
- 12) In addition, MA organizations may not advertise non-health related items or services as plan benefits and are responsible for ensuring that their downstream entities also adhere to this prohibition. Advertisements for non-health related items or services by an MA organization, or one of its contracted clinics, to MA plan enrollees could be construed as inappropriate steerage to particular clinics and, ultimately, into a specific MA plan that contracts with that clinic. For more information please refer to 42 CFR §422.2268

Termination of Provider Contract

HealthSun Health Plans may exercise termination of a Provider Contract with or without cause. Termination may be due to changes in networks and the necessity of membership needs, organizational business plan, or other adjustments in our network.

Termination may be due to but not limited to the following:

- Failure of Provider to comply with the medical community standards of medical practice
- Failure of Provider to meet credentialing or re-credentialing standards
- Material breach of the terms and conditions of the Provider Agreement with the Plan
- The commission of an act of fraud or theft
- The involuntary bankruptcy or insolvency of the provider not dismissed within sixty- (60) days after filing.

Physician does not meet criteria for any of the following:

- Re-credentialing non-renewal due to not meeting criteria
- Provider has been indicted or convicted of a felony

- Repeated and documented non-compliance to adequate on-call and after-hours coverage
- Recommendation through HEALTHSUN Medical Standards process
- Provider has been sanctioned, by Review Boards, governmental agency, or other similar body

Before terminating a contract with physician, provider or Network, a written explanation of the reason(s) must be provided. Notice is given to the physician, provider/network at least 60 days before the termination date without cause, as stipulated in the physician agreement. Nonetheless, HealthSun may immediately suspend or terminate a provider for cause by written notice under circumstances including, but not limited to the following:

- Termination, suspension, limitation, voluntary surrender or restriction of professional license or other government certification/licensure;
- Conviction of a felony or any other criminal charge;
- Any disciplinary action taken by the Drug Enforcement Agency (DEA); or
- Any other legal, government or other action or event, which may materially impair the ability to perform any duties or obligations under the provider's agreement with HealthSun.

Physicians terminated by HealthSun are entitled to an advisory panel hearing. However, the right to request a review is not applicable when a provider fails to maintain professional licensure, or any governmental authorization required to provide services under the terms and provisions set forth in the provider agreement.

Please note the following:

- Denials of participation in HealthSun are not subject to an advisory hearing review.
- The hearing review applies only to terminations initiated by HealthSun.
- The physician must submit his/her request in writing to HealthSun if they opt for an advisory hearing review.
- The request, along with supporting written documents must be dated and post marked not more than fifteen (15) calendar days following the date of the termination notice. If the request is not received within the fifteen (15) calendar day period, the physician's right to review is waived.
- An Advisory Panel Review will consist of three (3) physicians who are peers of the physician. However, at least two (2) members of the Advisory Panel must be present at the review to constitute a quorum.
- The Advisory Panel will base its recommendation on the written information presented by the physician and HealthSun, along with any additional information requested by the Panel.
- The review will occur prior to the effective date of the termination decision, and in most cases, within 15 business days of HealthSun' receipt of the physician's request for the review.
- A Provider Operations representative shall send a notification letter via certified or registered mail to the Provider(s) within two (2) weeks of receipt of the Advisory Panel's decision.

Members will be given reasonable advance notice of the impending termination of any provider. Members currently under treatment with a Specialty Care Physician may be able to continue to receive care for a limited time. Continuity of care determinations will be made on a case-by-case basis by the Plan. However, please note that continuity of care will not be offered to members if a provider is terminated for violations of medical competence or professional behavior, de-credentialed, relocated outside of the Plan's service area or retires.

IMPORTANT: In the event of a provider termination, the terminated provider is responsible for transferring the members' medical records.

If your name appears in the current Office of the Inspector General's (OIG) sanctioned provider listing, General Service Administration (GSA)/ System for Award Management (SAM) and/ or CMS Preclusion list, your contract with HealthSun will be terminated and not subject to a hearing. If you have been reinstated into a federal health care program(s) after the exclusion occurred, contact HealthSun immediately.

Analysis of the Physician's utilization patterns demonstrating difficulty in maintaining utilization rates that are comparable to those of like peers and in the current medical community and does not improve after a specified period of time with a correction action in place may result in termination.

Cultural Competency

HealthSun's Cultural Competency policy provides clarity regarding the provision of cultural, linguistic and disability access services. The provisions outlined are in accordance with federal regulatory and Medicaid contract requirements, as well as National standards for Culturally and Linguistically Appropriate Services in Health and Health Care (The National CLAS Standards), as developed by the U.S. Department of Health and Human Services Office of Minority Health.

HealthSun ensures that all services, both clinical and non-clinical, are accessible to all members and are provided in a culturally competent manner, including those with limited English proficiency or reading skills and those with diverse cultural and ethnic backgrounds. Through policies and procedures HealthSun ensures that members are not discriminated against in the delivery of health care services consistent with the benefits covered by their plan based on race, ethnicity, national origin, religion, sex, age, mental or physical disability or medical condition, such as End Stage Renal Disease (ESRD), sexual orientation, claims experience, medical history, evidence of insurability (including conditions arising out of acts of domestic violence), disability, genetic information, or source of payment.

Objectives of Cultural Competency include:

- Reduce health care disparities in clinical area;
- Improve cultural competency in materials and communications;
- Improve network adequacy to meet the needs of the underserved groups; and
- Improve other areas of needs the organization deems appropriate.

HealthSun (“the Plan”) promotes efforts to ensure that cover services are delivered in a culturally competent manner to all members and is responsive to members’ health literacy needs, including those with language barriers as well as diverse cultural and ethical backgrounds, disabilities and regardless of gender, sexual orientation or gender identity.

The Plan is committed to developing, strengthening, and sustaining healthy provider/member relationships. Members are entitled to receive dignified, appropriate, and quality care that incorporates their cultural differences.

I. Cultural, Linguistic and Disability Competency Standards

A. The Plan requires all staff and providers to:

- i. Follow the Plan’s policies and procedures on providing accessible, culturally, and linguistically competent care.
- ii. Ensure equal availability of services to all members, regardless of their communication needs, race, color, national origin, religion, sex, age, or disability.
- iii. Provide full and equal access to healthcare services and facilities, make reasonable modifications as necessary to make services accessible and provide effective communication methods to meet the needs of all members, including those with disabilities.
- iv. Provide flexible schedules to meet the needs of their members.
- v. Provide members, upon request, with information regarding accessibility and languages.
- vi. Provide accessible, culturally, and linguistically competent care.
- vii. Communicate with members in a manner that accommodates their individual needs and preferences, including access to interpreter services (e.g. hearing impaired or hard of hearing services, language interpreter services) as needed to assist in coordinating specialized services.

II. Member Cultural Needs and Preferences

- B. The Plan will maintain and update member demographic information to include race, ethnicity, and preferred language.
- C. Care Management will perform a population assessment, at least annually, to assess the services utilized by the entire member population and relevant subpopulations (examples may include but are not limited to individuals who are dual-eligible, aged, blind, disabled, receiving home and community based waivers and those

with special needs) to determine if the Plan is meeting all cultural, linguistic and disability access needs of the members or if there are any gaps in care with certain populations. The population assessment includes a demographic analysis of member compositions by race, ethnicity, preferred language, age group and sex.

- D. Members have the right to choose any network provider based on cultural preference.
- E. The staff and providers will receive Cultural Competency training as part of their new hire training and annually thereafter.
- F. Care Management will receive training on health literacy and how to present health information in a manner that is easily understood by the members and/or their caregivers.
- G. The Plan addresses member language needs within the Evidence of Coverage manual and through the member portal¹ that is available to all members. The member materials are produced in English and Spanish. Other languages or format request are accomplished through translation, interpreters, or appropriate accessible formats.
- H. The Plan contracts with a vendor that enables the Plan staff to communicate in the member's primary language via phone that is available 24 hours a day, 7 days a week at no charge to the member.

III. Social Determinants of Health

Through the Health Risk Assessment Tool (HRAT), HealthSun Health Plans identified members who experience barriers or challenges to obtaining appropriate access to health care services. These members would potentially benefit from referrals to community resources for social determinant needs such as housing, food access, transportation and/or employment. The Care Management team consist of subject matter experts, which includes physician, nurses and social workers, who are able to navigate each type of social determinant and provide guidance for access to community resources. HealthSun Health Plans provides and maintains list of community shelter resources for member access when needed locate on the Plans web site home page- <https://www.healthsun.com/>

IV. Network Provider/Subcontractor Training and Network Development

- I. The Plan evaluates the cultural competency level of its network providers and contractors to ensure:
 - i. Members understand that they have access to medical interpreters, signers and TDD/TYY services.
 - ii. Medical care is provided with consideration of a member's

race/ethnicity, language and cultural preferences that may impact/influence their health care outcomes.

- iii. Office staff has access and undergoes cultural sensitivity training and development.
- iv. Treatment plans are developed in consideration of a member's race, country of origin, native language, religion, mental and physical abilities, cultural beliefs, age, gender, sexual orientation and other characteristics that may impact/influence a members perspective on healthcare and treatment options.
- v. Office sites have posted and printed materials in English, Spanish and other prevalent languages to accommodate the members linguistic preference.

V. Staff Training and Workforce Development

- J. All new employees receive cultural, linguistic and disability competency training as part of the new employee orientation process and are required to complete the training thereafter.
- K. The U.S. Department of Health and Human Services' Office of Minority Health has published online educational programs to Advance Health Equity at Every Point of Contact (<https://thinkculturalhealth.hhs.gov/>) that is used to support staffing education.
- L. Health Literacy training is provided to all Care Management staff as part of the ongoing training series. The training addressed primary issues surrounding the ability of members to understand their health conditions and related treatment or care plan steps outlined in their individualized care plan (see HSHP_PP_DSNP_ICP policy).
- M. The Plan's Human Resource Department supports workforce development by recruiting, hiring, developing, and promoting culturally, linguistically, and disability-diverse workforce that reflects the diversity of the Plans membership as well as have familiarity with the counties being served.

VI. Cultural Competency Plan (CCP) and Monitoring

- N. The Quality Improvement Committee (QIC) is responsible for updating the CCP annually based on the cultural, linguistic and disability access needs identified in the population assessment.
- O. The Chief Medical Officer (CMO) is responsible for oversight of the CCP, including annual approval of the plan set forth within the policy.
- P. The CCP addresses, at a minimum, the following:
 - i. The Plan's strategy for recruiting staff with background representative of the members served;

- ii. The availability of interpreter services;
 - iii. The availability of transportation services²;
 - iv. The Plan's ongoing strategy to meet the unique needs of members who have developmental disabilities and cognitive disabilities including its process;
 - v. The Plan's ongoing strategy to provide services to home-bound members including its process;
 - vi. The Plan's ongoing strategy to engage local organizations to collaborate on initiatives to increase and measure effectiveness of the culturally competent service delivery and its process; and
 - vii. Standards and performance requirements for the delivery of culturally and linguistically appropriate health care services.
- Q. The QIC assist the Plan to meet the needs of its members but monitoring the health plan and provider performance as well as implementing interventions that improve the overall delivery of culturally competent services.
- R. Member access to cultural, linguistic and disability services is monitored by:
- i. Regular provider outreach and training;
 - ii. Comparison of the cultural and linguistic diversity of the Plan's membership to that of the Plan's Provider Network;
 - iii. Member grievance and appeals;
 - iv. CAHPS and/or other member satisfaction surveys;
 - v. Provider ADA Compliance Attestations;
 - vi. Language line and interpreter usage reports;
 - vii. Provider surveys; and
 - viii. Staff and stakeholder feedback.
- S. The QIC completes and annual evaluation of the effectiveness of the CCP as part of the annual QI Program Evaluation. Findings will be used by the QIC to revise and develop the annual CCP for the following fiscal year.

² State of Florida AHCA Contract

General Compliance and Fraud, Waste and Abuse (FWA)

HealthSun is a company grounded in ethical behavior; our organization is committed to ensuring the services and programs it offers are in compliance with applicable Federal and State regulations, guidance, and contractual requirements (collectively “Requirements”). This strong commitment to ethics is the foundation of HealthSun’s business relationships.

As a wholly owned subsidiary of Elevance Health, HealthSun has adopted and follows Elevance’s Code of Conduct, as well as Elevance’s Ethics, Compliance and Privacy (ECP) Compliance Plan”. Elevance’s Compliance Plan and culture are focused on continuous improvement and doing the right thing for our members, customers, and regulators, we have the privilege of supporting.

One of the critical guiding principles of our ECP program and this Compliance Plan is to ensure we have an effective program and culture preventing, detecting, and resolving issues of non-compliance. Further, our program and culture are focused on promoting and celebrating ethical decision-making. An organization’s culture has a direct connection to the strength and effectiveness of their compliance program

Code of Conduct

Our Code of Conduct is the foundation of our Ethics, Compliance and Privacy Program guiding our actions and decision-making process. By understanding the code, you help safeguard the organization’s integrity and reputation as an ethical, caring company.

Unless otherwise noted, the Code applies to associates of HealthSun, its affiliates and subsidiaries, First-Tier, Downstream and Related Entities (FDRs), and our business partners.

How to Report Suspected or Detected Non-Compliance and Fraud, Waste and Abuse (FWA)

HealthSun recognizes the importance of preventing, detecting, and investigating fraud, waste and abuse, and is committed to protecting and preserving the integrity and availability of health care resources. HealthSun accordingly maintains a comprehensive program to combat fraud, waste, and abuse. Fraud, waste and abuse, dishonesty or criminal conduct will not be allowed or tolerated.

All HealthSun Providers, First-Tier, Downstream and Related Entities (FDRs), suppliers and subcontractors are responsible for promptly reporting actual or suspected ethics, compliance and Fraud, Waste and Abuse (FWA) involving HealthSun, or any of its FDRs, subsidiaries or affiliated entities or agents to the Ethics and Compliance department. The Ethics and Compliance department provides various reporting mechanisms to submit reports or to ask questions. Reports to the Ethics and Compliance department can be made using one of the following channels:

- Call the Ethics and Compliance Helpline from the United States at **1-877-725-2702**
- Send an email to the ethicsandcompliance@elevancehealth.com
- Send a letter to the following address:
**Elevance Health Ethics Department
VP, Chief Ethics and Privacy Officer
220 Virginia Avenue
Indianapolis, IN 46206**

First-Tier Downstream and Related Entity (FDR) Compliance Oversight

The Elevance FDR Oversight Program maintains high-level oversight of HealthSun’s contracted First Tier, Downstream and Related Entities (FDRs) to ensure each FDR meets applicable CMS requirements.

Compliance Policies and Standards of Conduct

CMS REQUIREMENT	FDR EXPECTATION
<p>Compliance Policies and Standards of Conduct must be distributed to employees who support HealthSun Medicare Business. Distribution must occur:</p> <ul style="list-style-type: none"> ○ Within 90 days of hire, ○ When policy updates occur, and ○ Annually thereafter 	<p>Elevance distributes the Code of Conduct and Medicare Compliance Plan Addendum to HealthSun FDRs. Distribution occurs at the time of on-boarding into the program, when material changes are made and annually.</p>
<p>HealthSun should ensure standards of conduct and policies are distributed to FDR employees.</p>	<p>FDRs must make the Code of Conduct available to all associates supporting HealthSun Business.</p>
<p>Alternatively, HealthSun may ensure that the FDR has comparable policies and standards of conduct of their own.</p>	<p>Alternatively make their own Standards of Conduct available. Distribution methods may include email blast, placement on the associate’s portal, training content.</p>

Office of Inspector General (OIG) and General Service Administration (GSA) and System for Award Management (SAM)

CMS REQUIREMENT	FDR EXPECTATION
<p>HealthSun must review the OIG/GSA SAM list of Excluded Individuals and Entities and the GSA Excluded Parties List System <u>prior to hiring or contracting</u> any new employee, volunteer, consultant, governing body member, or FDR, and <u>monthly thereafter</u> to ensure that none of these persons or entities are excluded from participating in federal programs.</p> <p><i>Sponsors shall not use federal funds to pay for services, equipment, or drugs prescribed or provided by a provider, supplier, employee, or FDR excluded by the DHHS, OIG or GSA SAM. Medicare Managed Care Manual Chapter.21 and Prescription Drug Benefit Manual Chapter 9.</i></p>	<p>FDRs must screen all employees supporting Medicare business <i>prior to hire</i> and <i>monthly thereafter</i> against both the OIG and GSA exclusion lists.</p> <p>FDR must maintain documentation to evidence all pre-hire and monthly employee screenings. Proof of Screenings will be required during Annual Monitoring and may include exclusion screening screenshots, system generated reports, etc. At a minimum, evidence should show associate name (or identifier), date of screening, and results.</p> <p>FDRs must have policies in place for immediate removal of staff verified as excluded.</p>
<p>Included below are the OIG and GSA/SAM Sites for your convenience:</p>	
OIG	https://exclusions.oig.hhs.gov/
GSA SAM	https://www.sam.gov/search .

Record Retention

CMS REQUIREMENT	FDR EXPECTATION
<p>Sponsors are accountable for maintaining records for a period of 10 years of the time, attendance, topic certificates of completion (if applicable), and tests administered to their employees, and must require FDRs to maintain records of the training of the FDR's employees. 42 C.F.R. 422.504(j) and/or 42 C.F.R. 423.505(i)</p>	<p>FDRs should have policies in place requiring at least 10 years record retention of all records, compliance records, and records specific to the function provided.</p> <p>The FDR's policy should include the method of retention (i.e. electronic, offsite storage, etc.)</p>

Monitoring of Downstream Entities

CMS REQUIREMENT	FDR EXPECTATION
<p>The sponsor must develop a strategy to monitor and audit its first tier entities to ensure they are in compliance with all applicable laws and regulations, and to ensure that the first tier entities are monitoring the compliance of the entities with which they contract.</p> <p>Monitoring of first tier entities for compliance program requirements must include an evaluation to confirm that the first-tier entities are applying appropriate compliance program requirements to downstream entities with which the first-tier contracts.</p>	<p>If the FDR subcontracts services to a delegated vendor (in support of HealthSun's Medicare business), the FDR must be monitoring all subcontractors to ensure they are in compliance with CMS requirements.</p> <p>FDRs will be required to provide a listing of all subcontractors supporting Anthem's Medicare business during annual monitoring.</p> <p>FDRs should ensure they can demonstrate monitoring of subcontractors and be able to provide supporting documentation as part of the FDR Monitoring Cycle.</p>

Offshore Subcontracting/Locations

CMS REQUIREMENT	FDR EXPECTATION
<p>If the FDR has facility performing HealthSun Medicare work that are located offshore (outside of U.S), CMS requires an Offshore Attestation to be submitted within 30-days of contracting, including specific information about the FDR, its offshore locations, and the privacy protections in place to address risks associated with the use of offshore subcontractors.</p>	<p>HealthSun's FDRs shall not perform any functions, activities or services or delegate any functions or services, directly or indirectly, or contract with any person or entity that undertakes any functions, activities or services, including, without limitation, storage, processing, or accessing of Member information outside of the forty-eight (48) contiguous United States in compliance with our contract with the Florida Agency of Healthcare Administration (AHCA).</p>

Reporting Compliance and Fraud, Waste and Abuse

CMS REQUIREMENT	FDR EXPECTATION
<p>The Sponsor’s written Standards of Conduct and/or policies must require all employees, members of the governing body, and FDRs to report compliance concerns and suspected or actual violations related to the Medicare program to the sponsor.</p> <p>Sponsors must adopt, widely publicize, and enforce a no-tolerance policy for retaliation or retribution against any employee or FDR who in good faith reports suspected FWA.</p>	<p>FDRs should be aware of the requirement to report compliance or FWA concerns, methods of reporting, and non-retaliation policy for reporting issues.</p> <p>If an FDR discovers evidence of misconduct related to payment or delivery of items or services under the contract, the FDR must conduct a timely, reasonable inquiry into that conduct.</p> <p>FDRs must conduct appropriate corrective actions (for example, repayment of overpayments, disciplinary actions against responsible employees) in response to the potential violation.</p> <p>FDRs are required to have procedures in place voluntarily self-report potential fraud or misconduct related to the MA program to Elevance.</p>

FDR Oversight monitoring activities must be completed within no later than 90- days from start date. After 90-days, if the monitoring continues and non-compliance is identified, the FDR will be placed in a Red Compliance status requiring a Corrective Action Plan, which will be tracked and monitored by the FDR Oversight Team until all items are remediated. If full remediation is not completed within a determined timeframe, the FDR’s deficiency will be presented to the Medicare Compliance Committee to make a determination pertaining to disciplinary actions including contract termination.

FDR Oversight Training and Education

FDR Compliance Trainings will cover compliance and education topics to inform and educate contracted vendors on applicable requirements and the Vendor Oversight processes. Content will address topics such as overviews of specific CMS regulations, HealthSun compliance requirements and processes, identified vendor compliance issues, vendor compliance risks, resolving compliance deficiencies, and various other vendor oversight topics as deemed appropriate by Vendor Oversight. Vendor Compliance Trainings will also serve as a method of publicizing the duty/expectation to report compliance issues or concerns. Material presented will include methods of reporting concerns, key compliance contacts, and notice of non-retaliation.

The FDR Newsletter content will cover compliance and education topics to inform and educate contracted vendors and business owners on applicable Medicare/HealthSun requirements and Vendor Oversight processes. Content will address topics such as Vendor Oversight updates,

HealthSun requirements/updates, CMS regulatory requirements/updates, CMS training requirements, and FWA information. Newsletters will also serve as a method of publicizing the duty/expectation to report compliance issues or concerns. Bulletins will include methods of reporting concerns, key compliance contacts, and non-retaliation policy.

Vendor Oversight

While the Company may delegate the authority to perform a specific function to another delegate/vendor, administrative oversight is never delegated. The Company is accountable for all functions performed within its purview, regardless of whether those functions are performed internally, by a delegate/vendor or a sub delegate. Ultimately, the Plan is responsible for ensuring delegated functions are completed in accordance with contractual and applicable Federal, State, and accreditation standards.

The objectives of the Enterprise Delegation Oversight Management (EDOM) Program are:

- Centrally monitor delegated oversight responsibilities for all delegated functions across all lines of business.
- Identify and implement delegation policies and procedures that meet Federal, State, contractual and accreditation standards.
- Define and implement a uniform methodology and efficient process to monitor delegate/vendor compliance with Federal, State, and contractual requirements and accreditation standards.
- Identify delegate/vendor areas for improvement, initiate appropriate actions to influence change, and ensure completion of timely follow-up evaluation.

The scope of the EDOM Program is comprehensive covering all delegated functions for all delegates/vendors throughout the enterprise.

A Delegate/Vendor is any subcontractor that:

- Performs a core function under one of the Plan's government/commercial contracts including but not limited to Call Center, Credentialing, Member Outreach, Utilization Management, Population Health Management (PHM) to include (Case Management, Disease Management and Transitional Care Management), Claims, Provider Appeals, Network Development/Management, or any other administrative or management function that the Company is contracted to perform as approved by leadership; or
- Performs any other subcontracted function that requires specific oversight by the National Committee for Quality Assurance (NCQA), or other accreditation body; or federal/state requirements; and
- Is determined to be a delegate/vendor based on the examples and factors set forth below:
 - ✓ The function to be performed by the delegate/vendor would otherwise be performed by the Plan;

- ✓ Whether the function is something the Plan is required to do or to provide under its contract with CMS, the applicable federal regulations or CMS guidance or the state agency overseeing compliance with code or regulations;
- ✓ To what extent the function directly impacts enrollees/members;
- ✓ To what extent the delegate/vendor interacts with enrollees/members, either verbally or in writing;
- ✓ Whether the delegate/vendor has access to beneficiary information or personal health information;
- ✓ Whether the delegate/vendor has decision-making authority or whether the delegate/vendor strictly takes direction from the Plan;
- ✓ The extent to which the function places the delegate/vendors in a position to commit health care fraud, waste, or abuse; and
- ✓ The risk that the delegate/vendor could harm enrollees or otherwise violate federal or state requirements or commit Fraud, Waste and Abuse (FWA);
- ✓ Whether the delegate/Plan is accredited or certified by any appropriate external entity as approved by leadership.

The Plan utilizes standardized audit tools to evaluate delegates/vendors prior to delegation and annually thereafter.

The Delegate/Vendor Oversight Management Committee (DVOMC) is the executive decision-making body for the Plan's delegate/vendor oversight processes. Committee is comprised of representatives from the key business areas including Provider Services (PSO), Finance, Regulatory, Quality Management, Medicare Network, Health Care Management (HCM) to include Utilization Management, Case Management and Disease Management, Technology Services, Credentialing, Medicaid Legal, Medicare Legal, Commercial Legal, Medicaid Compliance, Medicare Compliance, Commercial Compliance, Vendor Contracting & Management, Delegated Risk Contracting, Claims, Call Center, First-Tier, Downstream and Related Entities (FDR) and Enterprise Vendor Management (EVM), additional departments are included as needed.

In addition to the quarterly scheduled meetings, the DVOMC may conduct ad-hoc online meetings as needed. The DVOMC is the final approval authority for delegation oversight. All materials presented are approved by a quorum. A quorum is defined as one over fifty percent of the voting membership. EDOM participates in all internal compliance programs as directed by

the organization. The department also contributes but is not limited to, external market and accreditation audits such as NCQA and External Quality Review Organization (EQRO).

The Delegation Operations Committee (DOC) provides governance and oversight of delegated vendors including provider medical groups and ensures regulatory clinical adherence with contractual requires for Medicaid, Medicare, and commercial lines of business as applicable. Committee is comprised of representatives from the following areas: Plan leadership, Provider contracting, Medical Directors, Regulatory Compliance, Claims, UM leadership, Grievance and Appeals, Staff VP of Accreditation Clinical Adherence, Director of Clinical Compliance, Quality Management, Legal, Compliance, EDOM Auditors, as needed; additional departments are included as needed. These key positions encompass the core members of the DOC. DOC assesses oversight and compliance with contractual and applicable federal, state, and accreditation standards, regulatory and NCQA reporting and continuous readiness reviews, trends performance of delegates with the purpose of improving delegate performance, monitors Corrective Action Plan(s) activity for clinical adherence or additional actions as needed including recommendations to DVOMC for escalation/additional actions; evaluates delegate/vendor performance and provides recommendations to DVOMC; reviews and approves functional audit tools used by EDOM to conduct oversight audits, review and monitor focused audit review as needed for performance and regulatory changes. DOC recommends de-delegation to DVOMC. DOC reports to DVOMC on a quarterly basis.

Corrective Action Plans (CAPs)

If a Corrective Action Plan (CAP) is required, the Audit CAP Notification Letter will be used to outline those deficiencies and will be sent to the delegate/vendor Business Owner/Contract Manager via email.

Subject Matter Expert (SME) review requirements to be evaluated and noted at the Quarterly Joint Operations meetings, as applicable, and will be included in the Quarterly Joint Operations meeting summary report to DVOMC, as applicable.

Issued CAPs from National Contracting and Management, Health Plans, and Auditors will all be coordinated and submitted to the Delegation Oversight Committee (DOC).

Audit results to include any CAPs, will be presented to DOC for final approval and to DVOMC for review. Auditor will be notified of any questions, concerns, or recommendations by DVOMC, at which time will need to be addressed.

1. The Business Owner/Contract Manager will be included on all Vendor communication;
2. The delegate/vendor will formulate and submit a CAP plan to address any and all deficiencies according to the following timelines, determined by the severity of the deficiency, and as recommended by committee:
 - Egregious deficiencies = immediately within 1 business day;
 - Significant deficiencies = 10 business days;

- Deficiency = within 30 calendar days.
3. The delegate/vendor will submit a CAP with all action items completed within thirty (30) Calendar days of the electronic receipt of their CAP Notification letter.
 4. If an acceptable response has not been received within the time frames noted above, a Second Notice of Deficiency will be sent to the delegate/vendor in question via electronic transmission.
 5. If a formal written response and CAP has not been received within five (5) business days after receipt of the Second Notice of Deficiency, DVOMC will refer to the Escalation process below.

Escalation Process

Any delegate/vendor that meets the following criteria will be flagged for escalation. Issues requiring escalation include but are not limited to:

1. Auditor concerns, e.g. egregious denials requiring urgent corrective action, inadequate administrative support, non-clinical personnel doing clinical assignments, obvious and significant disregard of regulations;
2. Identification of undisclosed and/or unapproved offshoring;
3. Sub-contracting without approval and/or audit;
4. Any delegate/vendor chosen for a current or upcoming regulatory, accreditation or client survey/audit that may be in jeopardy of not passing;
5. Lack of cooperation or lack of required response with EDOM request, including but not limited to:
 - a) Refusal of audit;
 - b) Refusal to submit documentation for an audit;
 - c) Refusal to submit a CAP;
6. Conflicting delegation or contracting recommendations by DVOMC;
7. Recommendation of DOC; 8. Recommendation of DVOMC.

If any of the above listed situations arise, EDOM will immediately move to escalate the issue to the appropriate DOC meeting and/or schedule an ad hoc meeting based on the circumstances.

Options may be recommended by the DOC committee and may include but are not limited to:

1. 1. Sending written communication to the delegate/vendor;
2. Having a Company Medical Director contact the delegate/vendor Medical Director;
3. Meeting with the delegate/vendor via telephone or in person;
4. Accelerating the deadline for CAP response;
5. Performing a Focused audit re-assessment;

6. Having the delegate/vendor Medical Director develop a CAP, including root cause analysis;
7. Engaging the appropriate legal and compliance leadership to discuss delegation or contracting options, including but not limited to financial penalties, de-delegation or termination of the delegate/vendor.

De-Delegation

If a delegate/vendor fails to perform in accordance with the delegate/vendor Contract or the terms and timeframes of an approved CAP, Enterprise Delegation Oversight Management will report its findings to DOC who will make a recommendation for de-delegation to DVOMC for consideration of action(s) including, but not limited to:

- Revocation of the non-compliant delegated activities (i.e. de-delegation);
- Recommendation to terminate delegate/vendor Contract, as outlined in the Escalation section of this program description;
- Execution of other remedies specifically identified in the delegate/vendor contract or applicable law.

The Plan also reserves the right to terminate or revoke the delegate/vendor Contract, if permitted under the terms of the delegate/vendor Contract, for business reasons (e.g. termination without cause) for any imminent danger to enrollees/members or violation of any state, Federal or accrediting requirements.

Entities are notified of such actions by the Account Manager/Business Owner, inclusive of the Contract Owner and Legal. De-delegation recommendations are also reported to all appropriate Business Partners.

A delegate/vendor that has been de-delegated for failure to perform in accordance with the delegate/vendor Contract or the terms and conditions of an approved CAP, will be ineligible to apply for reconsideration of the same de-delegated activities for twelve months after the effective date of the de-delegation.

Responsibilities of the Primary Care Physician (PCP)

To comply with the requirements of accrediting agencies, HealthSun has adopted certain rules that are summarized below for participating physicians. This is not a comprehensive, all-inclusive list.

Additional responsibilities are represented elsewhere in this manual and within the provider agreement.

1. All PCPs must have twenty (24) hour-a-day, seven (7) days a week coverage; regular hours of operation should be clearly defined and communicated to members.
2. The PCP is the coordinator of all care. Therefore, the PCP agrees to ensure continuity of care to HealthSun members when the PCP's office is closed by arranging for the provision of on-call and after-hours coverage by a participating and credentialed HealthSun physician.
3. The PCP agrees to treat all HealthSun members with respect, consideration, and dignity.
4. The PCP agrees to practice his/her profession ethically and legally and provide all services in a culturally competent manner consistent with professionally recognized standards of care, accommodate those with disabilities, and not to discriminate against anyone based on race, ethnicity, national origin, religion, sex, age, marital status, mental or physical disability or medical condition, sexual orientation, claims experience, medical history, evidence of insurability (including conditions arising out of acts of domestic violence), genetic information or source of payment.
5. The PCP agrees to refer and/or admit HealthSun members only to participating physicians and providers (including hospitals, skilled nursing facilities (SNFs) and other facilities except when participating physicians and providers are not available in network or for urgent/emergent covered services.
6. The PCP shall attempt to conduct a health risk assessment of all new enrollees within 90 days of the effective date of enrollment if the plan is unable to obtain it from the enrollee upon initial enrollment.
7. When clinically indicated, the PCP agrees to contact HealthSun members as quickly as possible regarding identified significant problems and/or abnormal laboratory, radiological or other diagnostic findings.
8. The PCP agrees to conduct assessments of the members' needs and will make appropriate and timely specialty and care management referrals.
9. The PCP will establish office procedures to facilitate the follow-up of member referrals and office visits to specialty care providers by submitting such requests to HealthSun. Note that referrals may not be required for certain services or benefits. Please contact HealthSun for details.

- 10.** The PCP will consult with specialty care providers including providing necessary history and clinical data to assist the specialty care provider in his/her examination of the member and retrieve consultation and diagnostic reports from specialty care provider.
- 11.** The PCP shall participate in any system established by HealthSun to facilitate the sharing of medical records , subject to applicable confidentiality requirements in accordance with 42 CFR, Part 431, Subpart F, including a minor's consultation, examination and drugs for S&Ds in accordance with Section 384.30 (2), F.S.
- 12.** The PCP agrees to provide services in a culturally competent manner, i.e., removing all language barriers. Care and services should accommodate the special needs of ethnic, cultural, and social circumstances of the patient.
- 13.** All referrals must be submitted via the web or faxed using the forms provided to the health services department before any specialty appointment, as applicable.
- 14.** The PCP's office is responsible for notifying HealthSun of changes in staff. If a new physician is added to a group, HealthSun must approve and credential the physician before he/she treats HealthSun members.
- 15.** The PCP agrees to participate and cooperate with HealthSun in internal and external quality improvement/management, utilization review, continuing education and other similar programs established by HealthSun.
- 16.** The PCP agrees to cooperate with an independent review organization's activity pertaining to the provision of services for HealthSun members. The PCP also agrees to respond expeditiously to HealthSun' requests for medical records or any other documents to comply with regulatory requirements and to provide additional information when necessary to resolve/respond to a member's grievance or appeal.
- 17.** The PCP agrees to participate in, and cooperate with, HealthSun' grievance/appeal procedures when HealthSun notifies the PCP of any member grievances/appeals.
- 18.** All PCPs are required to provide forty-five (45) day written notice to HealthSun if they are closing their panel to new and/or transferring HealthSun members.
- 19.** The PCP agrees not to bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any resources against HealthSun members other than for copayments, fees from non-covered services furnished on a fee-for-service basis. Non-covered services are services not covered by Medicare or services excluded in the member's Evidence of Coverage. Notification that a service is not a covered benefit must be provided to the member prior to the service and be consistent with HealthSun policy, for the member to be held financially responsible. HealthSun policy requires that the notification include the date and description of the service, an estimate of the cost to the member for such services, name and signature of the member agreeing in writing to receive such services, name and signature of the provider, and be in at least 12-point font.

Documentation of that preservice notification must be included in the member's medical record and shall be provided to HealthSun or its designee upon request, and in a timely manner to substantiate member appeals. For additional guidance, please refer to the section titled Limitations on Member Liability Related to Plan-directed Care under Role of the Primary Care Physician (PCP).

- 20.** The PCP agrees that in the event HealthSun denies payment for a health service(s) rendered to HealthSun members determined not to be medically necessary, the PCP will not bill, charge, seek payment or have any recourse against said member for such service(s), unless the member has been advised in advance that the service(s) is/are not medically necessary and has agreed in writing to be financially responsible for those services pursuant to HealthSun policy (see No.19 for details).
- 21.** In no event, including, but not limited to, nonpayment by the plan, insolvency of the plan, or breach of the provider agreement by either party, shall the PCP bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any dual-eligible SNP member or a person acting on their behalf for fees that are the responsibility of the plan or state Medicaid agency.
- 22.** The PCP must continue care in progress for members through the effective date of termination.
- 23.** The PCP agrees to maintain malpractice insurance acceptable to HealthSun, which shall protect the PCP and its employees. If the PCP elects not to carry malpractice insurance, appropriate documentation must be submitted to HealthSun and members must be notified via a written statement or a posting in the PCP's office.
- 24.** The PCP agrees to retain all agreements, books, documents, papers and medical records related to the provision of services to HealthSun members, as required by state and federal laws.
- 25.** The PCP agrees to treat all member records and information confidentially, accurately and timely, and agrees not to release such information without the written consent of the member, except as indicated herein, or as needed for compliance with state and federal laws, including Health Insurance Portability and Accountability Act (HIPAA) regulations.
- 26.** The PCP agrees to establish procedures to obtain, identify, store and transport laboratory specimens or biological products, when applicable.
- 27.** The PCP shall comply with applicable state and federal laws and regulations including, but not limited to, the False Claims Act (31 USC 3729 et. Seq.) and the anti-kickback statute (Section 1128B[b] of the Act), Title VI of the Civil rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act. D.

- 28.** The PCP agrees to support and cooperate with HealthSun' Quality Management and Risk Management programs to provide quality care in a cost-effective and responsible manner.
- 29.** The PCP agrees to inform HealthSun if he/she objects to the provision of any counseling, treatments, or referral services on religious grounds.
- 30.** The PCP agrees to provide HealthSun members complete information concerning their diagnosis, evaluation, treatment, prognosis, and the use of the healthcare system. The PCP will give members the opportunity to participate in decisions involving their healthcare regardless of whether he/she has completed an advance directive, except when contraindicated for medical reasons.
- 31.** The PCP agrees to adequate and timely communication among providers and the transfer of information when members are transferred to other healthcare providers to ensure continuity of care. The PCP agrees to obtain a signed and dated release allowing for the release of information to HealthSun and other providers involved in the member's care.
- 32.** The PCP agrees to make provisions to minimize sources and transmission of infection within his/her office.
- 33.** The PCP agrees to establish office procedures to notify public health authorities of reportable or communicable conditions.
- 34.** The PCP agrees to maintain communication with the appropriate agencies such as local police, social services, and poison control centers to provide high-quality patient care.
- 35.** The PCP agrees that any notation in a member's clinical record indicating diagnostic or therapeutic intervention as part of clinical research shall be clearly contrasted with entries regarding the provision of non-research related care.
- 36.** The PCP agrees to document in a member's medical record whether the member has executed an advance directive.
- 37.** The PCP agrees to provide HealthSun with 60 days' notice when he/she intends to terminate an agreement to allow HealthSun to make a good faith effort to contact affected member(s) within 30 days of receipt of termination notice.
- 38.** The PCP agrees not to charge a copayment for influenza and pneumococcal vaccines.
- 39.** The PCP agrees to follow the Medicare Communications and Marketing Guidelines found in the CMS Medicare Managed Care Manual.

- 40.** The PCP agrees to receive approval from HealthSun prior to sending any communication(s) to HealthSun members.
- 41.** The PCP agrees to submit a report of an encounter for each visit when the member is seen by the provider and the member receives a HEDIS service. Encounters should be submitted electronically or recorded on a CMS-1500 Claim Form, or its respective successor forms, as may be required by CMS, or such other forms as may be required by law when submitting encounters or claims in an electronic format and submitted according to the time frame listed in the participation agreement.
- 42.** The PCP shall inform HealthSun immediately upon exclusion from participation in the Medicare program and acknowledges that HealthSun is prohibited by federal law from contracting with a physician excluded from participation in the Medicare program.
- 43.** The PCP shall have on-site written policies and procedures that are reviewed and updated annually, to include an evaluation for the availability of safer medical services and devices, as well as changes in technology. Office policies and procedures should include, but not be limited to, the following:
- Appointment scheduling and telephone guidelines
 - Recordkeeping and general documentation requirements
 - Medical records and confidentiality (e.g., HIPAA)
 - Medication administration (e.g., refill policies, controlled substances, etc.)
 - Infection control (e.g., bloodborne pathogens, housekeeping, sharps safety, hand hygiene, written exposure-control plan)
 - Safety program
 - Hazard communications
 - Hazardous drugs plan
 - Fire safety
 - Emergency action plans and preparedness (i.e., fire, tornado, and workplace violence)

Role of the Primary Care Physician

Each HealthSun member will select a PCP at the time of enrollment. The PCP coordinates the member's healthcare needs through a comprehensive network of specialty, ancillary and hospital providers.

An initial health risk assessment (HRA) is completed within 90 days of enrollment, for the purpose of engaging members in care management, providing continuity of care and appropriate coordination of clinical services. HRAs also are performed annually, within one year (365 days) of the previous HRA.

Telephonic attempts are made by HealthSun to reach members and ask for member's agreement to complete the HRA. PCPs also are expected to contact each new member to schedule a first visit. PCPs must work actively in the development, implementation, and management of each member's individualized care plan.

The PCP is responsible 24 hours a day, seven days a week for providing or arranging for all covered services including prescribing, directing, and authorizing all care to members who have been assigned to the PCP. The PCP is responsible for arranging coverage by a HealthSun credentialed physician in the event of the PCP's absence. All financial arrangements must be made between the PCP and covering physician. The PCP also is responsible for notifying HealthSun in writing (two weeks prior to their absence) of the duration of the absence and the physician who will be providing the coverage. The covering physician must be credentialed by HealthSun.

All PCPs must be credentialed by HealthSun. All personnel assisting in the provision of healthcare services to HealthSun members are to be appropriately trained, qualified, and supervised in the care provided. Any time a new physician joins a practice, that individual must be credentialed with HealthSun and cannot see HealthSun members until the credentialing process is completed. Services must never be provided by a non-credentialed physician, and if provided, will not be covered by HealthSun. PCPs must notify his/her provider services executive when a new physician requires credentialing. The PCP is responsible for the direct training and supervision of all employed physician extenders in the provision of care and directed according to Medicare regulations and applicable state licensure requirements.

Payments: The PCP shall collect copayments or cost-sharing percentage due from members only when applicable.

PCPs are required to provide care in a culturally competent manner, which includes, but is not limited to, the following:

- Providing free oral interpretation services.
- Establishing standards and mechanisms to confirm the timeliness, quality, and accuracy of oral Interpretations.
- Establishing standards and criteria to promote the efficiency of interpreter services.

- Identifying points of contact when the need for interpretation is reasonably anticipated and establishing how the provider will provide timely access to interpretation services at all points of contact.
- Establishing a range of interpreting services and types of resources needed to provide effective interpreting.
- Creating mechanisms for promoting sensitivity to the culture of those with limited English-speaking proficiency.
- Establishing a policy regarding a patient's request, in a non-emergency, to use a family member or friend as the interpreter.

Responsibilities of the Specialty Care Physician

Listed below are highlights from the specialty care agreement. For more comprehensive, specific details, please refer to your executed specialty care agreement.

1. Specialist must have coverage 24 hours a day, seven days a week.
2. Specialist will participate in any system established by HealthSun to facilitate the sharing of records (subject to applicable confidentiality requirements in accordance with 42CFR, Part 431, Subpart F, including a minor's consultation, examination and drugs for STDs in accordance with Section 384.30 [2], F.S.).
3. Specialist agrees to practice his/her profession ethically and legally and provide all services in a culturally competent manner consistent with professionally recognized standards of care, accommodate those with disabilities, and not to discriminate against anyone based on race, ethnicity, national origin, religion, sex, age, mental or physical disability or medical condition, sexual orientation, claims experience, medical history, evidence of insurability (including conditions arising out of acts of domestic violence), genetic information, or source of payment.
4. Specialist agrees to treat all HealthSun members with respect, consideration, and dignity.
5. Specialist agrees to refer and/or admit HealthSun members only to participating physicians and providers (including hospitals, SNFs and other facilities) except when participating physicians and providers are not available in network or in an emergency.
6. If a new physician is added to a group, HealthSun must approve and credential the physician before the physician treats enrollees.
7. Specialist agrees to participate and cooperate with HealthSun in any internal and external quality improvement/management, risk management review, utilization review, continuing education and other similar programs established by HealthSun.

8. Specialist agrees to cooperate with an independent review organization's activity pertaining to the provision of services for HealthSun members. Specialist also agrees to respond expeditiously to HealthSun' requests for medical records or any other documents to comply with regulatory requirements and to provide additional information when necessary to resolve/respond a member's grievance or appeal.
9. Specialist agrees to participate in, and cooperate with, HealthSun' grievance/appeal procedures when HealthSun notifies specialist of any member grievances/appeals.
10. Specialist agrees to follow all utilization and referral guidelines established by HealthSun, including, but not limited to, prior authorization requirements.
11. Specialist is required to provide 45-day written notice to HealthSun if closing his or her practice and moving to a new location and/or transferring HealthSun members.
12. Specialist agrees not to bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any resources against HealthSun member other than for copayments or fees from non-covered services furnished on a fee-for-service basis. Non-covered services are services not covered by Medicare or services excluded in the member's Evidence of Coverage. Notification that a service is not a covered benefit must be provided to the member prior to provision of the service and be consistent with HealthSun policy for the member to be held financially responsible. HealthSun policy requires that the notification include the date and description of the service, an estimate of the cost to the member for such services, name and signature of the member agreeing in writing of receiving such services, name and signature of the provider, and be in at least 12-point font. Documentation of the pre-service notification must be included in the member's medical record and shall be provided to HealthSun or its designee upon request, and in a timely manner to substantiate member appeals. For additional guidance, please refer to the section titled **Limitations on Member Liability Related to Plan-directed Care** under **Role of the Specialty Care Physician**.
13. Specialist agrees that in the event HealthSun denies payment for a service(s) rendered to a HealthSun member and determined by the plan not to be medically necessary, the specialist will not bill, charge, seek payment or have any recourse against the member for such service(s), unless the member has been advised in advance that the service(s) is/are not medically necessary and has agreed ,in writing, to be financially responsible for those services, pursuant to HealthSun policy (see No. 12 for details).
14. In no event, including, but not limited to, nonpayment by the plan, insolvency of the plan, or breach of the provider agreement by either party, shall the specialist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Qualified Medicare Beneficiary (QMB), Qualified Medicare Beneficiary (QMB+), Specified Low- Income Medicare Beneficiary (SLMB+) and Full Benefit Dual Eligible (FBDE) individual or a person acting on their behalf for fees that are the responsibility of the plan or state Medicaid agency.

- 15.** Specialist must continue care in progress during and after the termination period until HealthSun has arranged for substitute care for the member.
- 16.** Specialist agrees to maintain malpractice insurance acceptable to HealthSun, which shall protect the specialist and the specialist's employees. If the specialist elects not to carry malpractice insurance, appropriate documentation must be submitted to HealthSun and members must be notified via written statement or a posting in specialist's office.
- 17.** Specialist shall comply with all applicable federal and state laws regarding the confidentiality of patient records.
- 18.** Specialist agrees to establish procedures to obtain, identify, store and transport laboratory specimens or biological products, when applicable.
- 19.** Specialist agrees to establish an appropriate mechanism to fulfill obligations under the Americans with Disabilities Act.
- 20.** Specialist agrees to support and cooperate with HealthSun' Quality Improvement and Risk Management programs.
- 21.** Specialist agrees to inform HealthSun if he/she objects to provisions of any counseling, treatments, or referrals services on religious grounds.
- 22.** Specialist agrees to treat all member records and information confidentially, accurately, and timely, and not release such information without the written consent of the member, except as indicated herein, or as needed for compliance with state and federal laws, including HIPAA regulations.
- 23.** Specialist agrees to provide services in a culturally competent manner, i.e., removing all language barriers. Care and services should accommodate the special needs of ethnic, cultural, and social circumstances of the patient.
- 24.** Specialist agrees to provide to HealthSun members complete information concerning their diagnosis, evaluation, treatment, prognosis and use of the healthcare system. Specialist will give members the opportunity to participate in decisions involving their healthcare regardless of whether he/she has completed an advance directive, except when contraindicated for medical reasons.
- 25.** When the need arises, patients will be transferred to another provider. Specialist agrees to obtain a signed and dated release for each HealthSun member so records may be released to HealthSun, other providers involved in their care, and external agencies such as peer review organizations.
- 26.** Specialist will provide reports of consultations and diagnostic reports to the member's PCP to promote continuity of care.
- 27.** When clinically indicated, specialist agrees to contact HealthSun members as quickly as possible for follow-up regarding significant problems and/or abnormal laboratory or

radiological findings. In the event the member cannot be located, specialist will contact the member's PCP for assistance in contacting the member.

- 28.** Food snacks or services provided to patients will meet their clinical needs and be prepared, stored, secured and disposed of in compliance with local health department requirements.
- 29.** Specialist agrees to make provisions to minimize sources and transmission of infection within his/her office.
- 30.** Specialist agrees to establish office procedures to notify public health authorities of reportable or communicable conditions.
- 31.** Specialist agrees to maintain communication with the appropriate agencies such as local police, social services and poison control centers to provide high quality patient care.
- 32.** Specialist agrees to retain all agreements, books, documents, papers and medical records related to the provision of services to HealthSun members as required by state and federal laws.
- 33.** Specialist agrees that any notation in a patient's clinical record indicating diagnostic or therapeutic intervention as part of clinical research shall be clearly contrasted with entries regarding the provision of non-research related care.
- 34.** Specialist agrees to provide HealthSun with 60 days' notice when he/she intends to terminate an agreement to allow HealthSun to make a good faith effort to contact affected member(s) within 30 days of receipt of the termination notice.
- 35.** Specialist agrees to not charge a copayment for influenza and pneumococcal vaccines.
- 36.** Specialist agrees to document in a member's medical record whether the member has executed an advance directive.
- 37.** Specialist agrees to follow the Medicare Communications and Marketing Guidelines found in the CMS Medicare Managed Care Manual.
- 38.** Specialist agrees to receive approval from HealthSun prior to sending any communication(s) to HealthSun members.
- 39.** Specialist agrees to submit a report of an encounter for each visit when the member is seen by the provider if the member receives a HEDIS service. Encounters should be submitted electronically, or recorded on a CMS-1500 Claim Form, or its respective successor forms, as may be required by CMS, or such other forms as may be required by law when submitting encounters or claims in an electronic format, and submitted according to the time frame listed in the participation agreement.

40. Specialist shall inform HealthSun immediately upon exclusion from participation in the Medicare program and acknowledges that HealthSun is prohibited by federal law from contracting with a physician excluded from participation in the Medicare program.
41. Specialist shall comply with applicable state and federal laws and regulations including, but not limited to, the False Claims Act (31 USC 3729 et. Seq.) and the anti-kickback statute (Section 1128B(b) of the Act), Title VI of the Civil rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act.
42. Specialist shall have on-site written policies and procedures that are reviewed and updated annually, including an evaluation for the availability of safer medical services and devices and changes in technology. Office policies and procedures should include, but not be limited to, addressing following:
 - Appointment scheduling and telephone guidelines
 - Recordkeeping and general documentation requirements
 - Medical records and confidentiality (e.g., HIPAA)
 - Medication administration (e.g., refill policies, controlled substances, etc.)
 - Infection control (e.g., bloodborne pathogens, housekeeping, sharps safety, hand hygiene, written exposure control plan)
 - Corona Virus Disease (COVID-19)
 - Safety program
 - Hazard communications
 - Hazardous drugs plan
 - Fire safety
 - Emergency action plans and preparedness (i.e., fire, tornado, and workplace violence)

Role of the Specialty Care Provider

Each HealthSun member will select a PCP at the time of enrollment. The PCP coordinates the member's healthcare needs through a comprehensive network of specialty, ancillary and hospital providers. Upon examining a member, should the PCP determine that specialty referral services are medically indicated, he/she will arrange for the appointment with the specialist by generating a referral.

All referrals must be pre-approved by the PCP and be preauthorized/certified by HealthSun, except as agreed upon in certain areas. The same process is followed for members who are hospitalized, even in cases when the PCP is not the admitting physician.

It is important to note that timely communication with the PCP is fundamental to ensure effective management of members 'scare. Specialty care providers are expected to establish a consistent process for distributing copies of consultation reports and medical records to PCPs.

Limitations on Member Liability Related to Plan-Directed Care

If a participating provider furnishes a service or directs a HealthSun member to another provider to receive a plan-covered service without following HealthSun's internal procedures (such as obtaining the appropriate plan pre-authorization), then the member must not be penalized to the extent the provider did not follow plan rules.

- Consequently, when a participating provider furnishes a service or refers a member for a service that a member reasonably believes is a plan-covered service, the member cannot be financially liable for more than the applicable cost-sharing for that service. If an item or service is not explicitly excluded within the Evidence of Coverage (EOC), or if a participating provider believes an item or service may not be covered for a member or could be covered only under specific conditions, the appropriate process is for the member or provider to request a preservice organization determination from HealthSun.
- If a participating provider refers a member to an out-of-network provider for a service that is covered by HealthSun upon referral, the member is financially liable only for the applicable cost-sharing for that service. PCPs are expected to coordinate care or work with HealthSun prior to referring a member to an out-of-network provider to ensure, to the extent possible, that members are receiving medically necessary services covered by their plan.

Provider Responsibilities under Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA) of 1990

Title VI of the Civil Rights Act of 1964 prohibits national origin discrimination, which protects Individuals with limited English proficiency (LEP). It applies to all entities that receive federal financial assistance, either directly or indirectly (e.g., through a grant, cooperative agreement, contract/subcontract, Medicaid and Medicare payments, etc.). Virtually all healthcare providers must ensure that LEP patients have meaningful access to healthcare services at no cost to the patient. "Meaningful access" means that the LEP patient can communicate effectively.

In 2003, the U.S. Department of Health and Human Services (DHHS) issued guidance to assist healthcare providers in complying with Title VI. The DHHS points out that a thorough assessment of the language needs of the population served is to be conducted to develop appropriate and reasonable language assistance measures. The guidance details four factors PCPs should consider when determining the extent and types of language assistance that may be pursued:

1. The number or proportion of LEP individuals eligible to be served or likely to be encountered.
2. The frequency with which the LEP individuals come into contact with the provider.

3. The nature and importance of the program, activity or service provided by the provider people's lives.
4. The resources available to the provider and costs.

A PCP must have an appropriate response for the LEP patients they serve, such as use of translated documents, bilingual office staff, and/or use of family members or an interpreter, when necessary. In the event, a PCP is unable to arrange for language translation services for non-English speaking or LEP HealthSun members, he/she may contact our Provider Help Line at **1-877-999-7776**, and a representative will assist in locating a qualified interpreter who communicates in the member's primary language via telephone while the member is in the office. To avoid having the member experience delays during the scheduled appointment, this must be coordinated with the Member Services department prior to the date of the visit.

For additional information regarding improving cultural competency when providing care, please refer to the section titled **Cultural Competency** within this manual.

Furthermore, Section 1557 of the Patient Protection and Affordable Care Act strengthened requirements for language resources providing that individuals cannot be denied access to health care or health care coverage or otherwise be subject to discrimination because of race, color, national origin, sex, age, or disability. Under a new requirement, covered entities are required to post information telling consumers about their rights and telling consumers with disabilities and consumers with Limited English Proficiency (LEP) about the right to receive communication assistance. To reduce burden and costs, the HHS Office for Civil Rights (OCR) has translated a sample notice and taglines for use by covered entities into 64 languages.

For translated materials, visit www.hhs.gov/civil-rights/for-individuals/section-1557/translated-resources/index.html

Additional Resources to Assist You in Serving LEP Patients:

U.S. DHHS – Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons:

<https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/guidance-federal-financial-assistance-recipients-title-vi/index.html>.

U.S. DHHS Office of Minority Health – Cultural and Linguistic Competency:

<https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=34>

The Americans with Disabilities Act of 1990

Under the ADA, physicians' offices are considered places of public accommodation. PCPs are required to comply with basic non-discrimination requirements that prohibit exclusion, segregation, and unequal treatment of any person with a disability. All PCP facilities must have in operation:

- (i) Handicapped accessibility, including an accessible exam table and adequate space and supplies;
- (ii) Good sanitation;
- (iii) Fire safety procedures. To provide medical services in an accessible manner, PCPs and their staff may need training in operating accessible equipment, helping with transfers and positioning, and not discriminating against individuals with disabilities.

PCPs must furnish appropriate auxiliary aids and services where necessary to ensure effective communication. For deaf or hard-of-hearing patients, this may include written notes, readers, and telecommunication devices or an interpreter. In situations where information is more complex, such as discussing medical history or providing complex instructions about medications, an interpreter should be present. If the information is simple and direct, such as prescribing an X-ray, the PCP may be able to communicate in writing. For the visually impaired, this may include providing materials in large print or Braille text.

In addition, the ADA requires that service dogs be admitted to healthcare provider offices unless it would result in a fundamental alteration or jeopardize safe operation.

The cost of an auxiliary aid or service must be absorbed by the provider and cannot be charged to the member either directly or through HealthSun. PCPs are required to modify policies and procedures when necessary to serve a person with disability. However, the ADA does not require providers to make changes that would fundamentally alter the nature of their service. PCPs are responsible for making reasonable efforts to accommodate members with sensory impairments. Without these, the PCP and staff might not understand the patient's symptoms and misdiagnose medical problems or prescribe inappropriate treatment.

Additional Resources Concerning ADA Requirements:
U.S. Department of Justice: ADA home page, www.ada.gov

Language Assistance and Interpretation Services

Providers of medical services are contractually and federally required to ensure "equality of opportunity for meaningful access" to healthcare services and activities. This includes ensuring that non-English/limited English and disabled members are provided effective communication of "vital information" during doctor visits/appointments/follow-ups to avoid consequences or adverse risk to the patient/member (i.e. over-the-phone interpretation, video interpretation, in-person interpretation including American Sign Language. Oral interpretation services must be provided, at no cost, in the language of the member, including American Sign Language.

More than 300 languages are spoken in the United States. To ensure "equality of opportunity for meaningful access to healthcare services and activities," (Executive Order 13166, Section 504/508 of Rehabilitation Act and Title III of ADA, Section 1557 of Patient Protection and Affordable Care Act); providers must ensure patients/members are not discriminated against by not receiving effective communication.

When creating appointments with current and future members, providers must provide:

- Notification of availability of oral interpretation (over the phone, video, or in-person) for non-English/limited English appointments
- Notification of availability of video or in-person sign language interpretation for hearing impaired members.

Please contact our Provider Help Line at **1-877-999-7776** to coordinate these services.

Physician Office Procedures and Responsibilities

Confidentiality Statement

All providers are required to have policies on confidentiality, information regarding the patient, their health status and care, the release of information or records, and electronic and fax data. Authorizations are considered confidential and should be maintained appropriately in your offices. Your staff should have instructions on your Confidentiality Standards.

Health Insurance Portability and Accountability Act (HIPAA)

Per the U.S. Department of Labor, HIPAA was initially passed in 1996 to “improve portability and continuity of health insurance coverage.” As a result, there are more consumer protections regarding options for coverage. Later on, “rules,” or provisions, were passed in 2001 and 2003 to protect privacy, confidentiality and security of individually identifiable health information. This includes the establishment of security standards for electronic protected health information.

Providers and HealthSun are required to have sufficient safeguards regarding this type of information, including who may access it, how much of it may be accessed by any individual, and how it is retained and transmitted.

Summary of the HIPAA Privacy Rule:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/summary/index.html>

Summary of the HIPAA Security Rule:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/srsummary.html>

We anticipate that you may have questions about whether the HIPAA Privacy Rule permits you to disclose your patients’ (our members) medical information to us for these activities without written authorization from your patients.

Section 164.506(c) (4) of the HIPAA Privacy Rule explicitly permits you to make this type of disclosure to HealthSun without a written authorization. Additionally, the Office of Civil Rights (the federal agency tasked with enforcing the Privacy Rule) has also made this point clear. It wrote in its Dec. 3, 2002, Guidance on the Privacy Rule that: “A covered entity may disclose protected health information to another covered entity for certain healthcare operation activities of the entity that receives the information if each entity either has or had a relationship with the individual who is the subject of the information and the protected health information pertains to the relationship, and the disclosure is for a quality-related healthcare operations activity.”

Maintaining Physician/ Practice Information Updated

Providers must notify HealthSun Health Plans of additions, changes, or deletions as follows:

- Name
- Address
- Phone, Fax, Pager, Cell Phone, E-mail
- Office Hours
- Coverage Procedures
- Change in Covering Physician
- Termination/Resignation/Hires of Licensed Health Care Professionals (i.e., PAs or ARNPs)
- Corporate Name
- Tax ID Number
- NPI Numbers
- DEA Number
- Specialty Change
- Permit to Practice
- Open or closed status to enrollment
- Professional Liability Insurance Coverage
- Potential conflicts of interest
- Contract Status Change
- State, Federal or Regulatory Actions
- Other information that may affect the current contracting relationship

Continuing Medical Education

Physicians and Professionals who participate in HealthSun Health Plans Network of Providers are expected to maintain and exceed the requirements for Continuing Medical Education (CME) or (CUE) as defined by the Florida Medical Association, County Medical Associations, Board of Health, Department of Professional Regulation and other appropriate Boards

Active Member Listing

The PCP office will receive a monthly active member listing by the end of the first week of each month. The list consists of those HealthSun members who have chosen the PCP office to provide them with PCP services. Please verify that all HealthSun patients receiving treatment in your office are on your membership listing. If you do not receive your list by the date mentioned above, please contact your assigned Provider Service Executive. If there are any questions regarding a patient's eligibility, please contact HealthSun' Provider Operations Department at the number in the Key Contact List or access the provider portal.

Appointment Scheduling Criteria

To ensure accessibility and availability of health services to HealthSun members, providers must adhere to the following standards set forth by the Centers for Medicare & Medicaid Services (CMS):

- Urgently needed services or emergency – immediate
- Services that are not emergency or urgently needed, but in need of attention – within one (1) week

- Routine and preventive care – within 30 days

In addition, providers must maintain hours that are convenient to, and do not discriminate against members.

Standards of Care

HealthSun is required to establish health care service accessibility and availability standards of care for all contracted providers in compliance with state and federal regulations. As a participating provider, the following standards are expected to be adhered to:

Accessibility, Availability and Service Standards

Standards: Provider Accessibility

- Routine PCP appointments available within 14-calendar days.
- Urgent Care appointments available within 24-hours.
- Regular specialty referral appointments within 30-calendar days.
- Wait time in the reception area not to exceed 45-minutes.

Standards: Provider Availability of Care and Treatment

- Access to physician services 24 hours per day, 7 days per week.
- Practice capacity does not exceed One (1) PCP; 3,000 patients and One (1) NP or PA: 1,000 patients.
- Transport time to the primary care provider office not to exceed 30 minutes, except in rural areas where rural community standards apply.
- Transport time to an acute care facility not to exceed 30 minutes, except in rural areas where rural community standards apply.
- Transport time to commonly used services, including specialist services, not to exceed 30 minutes, except in rural areas where rural community standards apply.

Standards: Accessibility and Availability of HealthSun Services

- HealthSun call answer times shall be within 45 seconds 75% of the time.
- HealthSun call abandonment rates shall be less than 5%.
- Translator services shall be made available for non-English speaking members.

- Interpreter services and other accommodations shall be made available to the hearing Impaired.

Standards: Availability of Basic HealthSun Services to Members

All HealthSun members are provided, **at a minimum**, the following services:

1. Pharmacy services
2. Ambulatory diagnostic and treatment services such as laboratory, radiology, physical therapy, and occupation therapy.
3. Coordination of inpatient care and services, with appropriate ancillary services for proper on-going evaluation and treatment.
4. Specialty referrals and coordination of care.
5. Health risk management for individuals who are at high risk for chronic disease based on their lifestyle behaviors.
6. Disease management and corresponding lifestyle management training for individuals with chronic diseases, particularly those who are diabetic, have CHF, major depression, and/or hypertension.
7. Access to skilled nursing facilities and tertiary services, when medically indicated.
8. Access to home health services, when medically indicated.
9. Health promotion/wellness services, including dietary counseling, smoking cessation education, and stress reduction counseling.

Affiliation

All physicians/providers should contact HealthSun to update their provider file for changes in their Professional Association (PA) affiliation(s) (e.g., partnership, physician group practice).

Licensure

Providers are required to maintain their State of Florida license current and in good standing. In addition, they must provide documentation of compliance with CEU's as required by the state Insurance Coverage as outlined in their Provider Agreement and meet State, Federal, and HealthSun Health Plan Standards as required.

Tax ID Change

All physicians/providers should contact HealthSun to update federal tax identification information; a W-9 form will be required. The IRS requires that we report payments made to you and that we have the correct information on the file for all physicians/providers to whom payments are made.

Identifying/Verifying HealthSun Members

Providers shall verify that all HealthSun patients receiving treatment in your office are either on the PCP membership list or members of the Plan. Upon signing an enrollment application, HealthSun Health plan will send the member an Acknowledgement of Enrollment Letter, to acknowledge the request for enrollment. Once the enrollment request has been approved by CMS, the member will receive an Enrollment Confirmation letter, which will be accompanied by the Member Welcome letter, which includes the Member Identification (ID) Card. The Evidence of Coverage (EOC) is provided to all of our members at the time of enrollment. The EOC is also available to Members and Providers via the Plan's website ([Forms & Documents - Your South Florida Medicare Provider - HealthSun Health Plans](#)).

Each Plan Member will be identified as follows:

- HealthSun Member ID card, which indicates assignment to a specific PCP and cost sharing guidelines. All HealthSun Plan Members are sent an ID card, which will be presented at the time of each visit. When membership eligibility cannot be determined, you may contact the Provider Services Help Line at **1-877-999-7776** for "Eligibility Verification".
- Please note that possession of a card does not constitute eligibility for coverage. If a HealthSun member is unable to present his/her membership card, please call the Provider Services Help Line at **1-877-999-7776** to determine eligibility or access the provider portal.
- Verifying eligibility does not guarantee that the patient is in fact eligible at the time the services are rendered or that payment will be issued. We provide our members several options of health plans with an array of services, deductibles, and cost sharing. Payments will be made for the specific covered services provided to eligible HealthSun members after satisfaction of applicable premiums and cost sharing.

Medical Records

Clear, concise, consistent, complete, and comprehensive medical records are fundamental to maintaining and enhancing coordination and continuity of care, facilitating communication and promoting quality care. HealthSun requires all participating providers to maintain appropriate, accurate, complete and timely medical records for all HealthSun Members receiving medical services in a format required by Medicare laws, regulations, reporting requirements, CMS and plan instructions, as requested; and maintain records for a minimum of 10 years. Medical records **must be available** for utilization, risk management, peer review, studies, customer service inquiries, grievance and appeals processing, validation of risk adjustment data and other initiatives HealthSun may be required to conduct. To comply with accreditation and regulatory requirements, periodically HealthSun may perform a medical record documentation audit of some provider medical records.

To be compliant with HIPAA, providers should make reasonable efforts to restrict access and limit routine disclosure of protected health information (PHI) to the minimum necessary to accomplish the intended purpose of the disclosure of member information.

HealthSun reserves the right to review any member's medical record in accordance with these standards and HIPAA privacy regulations. This right is to assure that the Quality of Care and Quality of Service being delivered to our membership is well documented and medically appropriate.

Electronic medical records, like medical records, must be kept in unaltered form and authenticated by the creator. Under data protection legislation, responsibility for patient records (irrespective of the form they are kept in) is always on the healthcare provider. The physical medical records are the property of the medical provider (or facility) that prepares them. This includes films and tracings from diagnostic imaging procedures such as X-ray, CT, PET, MRI, ultrasound, etc. The patient, however, according to HIPAA, has a right to view the originals, and to obtain copies under law.

If a member changes his/her PCP for any reason, the provider must transfer the member's medical record to the member's new PCP at the request of the Plan or the member. If a provider terminates, the provider is responsible for transferring the members' medical records.

Medical Record Content and Structure Standards

Medical Record Content and Structure Standard 1:

All medical records must be complete and up to date. Each member record must identify and ensure recording of the following:

- The HealthSun member's name (or ID/chart number) and birth date. This information is to be recorded on each page of the member's medical record.
- Personal/biographical data including age, sex, race/ethnicity, address, employer, home and work telephone numbers, and marital status.
- Dates for all entries.
- Legible author identification. Author identification may be a handwritten signature, initials, stamped signature, or a unique electronic identifier.
- Prominent notation of medication allergies and adverse reactions. If the member has no known allergies or history of adverse reactions, this should be appropriately noted in the record (no known allergies = NKA).
- Past medical history must be easily identified and include serious accidents, operations, and illnesses. For children and adolescents (18 years and younger), past medical history relates to prenatal care, birth, operations, and childhood illnesses.

- Diagnostic information, consistent with findings, must be present and legibly recorded.
- Treatment plans, including medication information, be identified, and legibly recorded.
- Significant illnesses, medical conditions and health maintenance concerns must be identified and legibly recorded.
- For members 12 years and over, notation concerning the use of cigarettes and alcohol use and substance abuse must be legibly recorded.
- Emergency Room discharge notes and hospital discharge summaries hospital admissions, which occur while the member is enrolled in HealthSun, and prior admissions, as necessary) must be legibly recorded.
- Evidence that preventive screening and assessment are offered in accordance with the HealthSun Preventive Health Services policies, procedures, and guidelines.
- Documentation of whether or not the individual has executed an advance directive. If the individual has executed an advance directive, the advance directive must be available in the record.

Medical Record Content and Structure Standard 2:

Documentation of individual encounters must provide adequate evidence of, at a minimum:

- The history and physical expression of subjective and objective presenting complaints.
- Treatment plan / Plan of Care
- Laboratory and other diagnostic studies used.
- Therapies and prescribed regimens.
- Encounter forms or notes regarding follow up care, calls, or visits.
- Unresolved problems from previous visits.
- Consultation, lab, and imaging reports filed in the chart initialed by the PCP to signify review.

Medical Record Content and Structure Standard 3:

All medical records must be secured in a safe place.

Medical Record Content and Structure Standard 4:

All medical record entries must be neatly recorded, legible, complete, and concise, and written in black ink.

Medical Record Content and Structure Standard 5:

All records must be dated and recorded in a timely manner with the complete name and professional designation of the entrant.

Medical Record Content and Structure Standard 6:

No record should be altered, falsified, or destroyed. If a correction is introduced, the individual correcting the record should draw a single line through the item to be corrected, and date an initial the correction.

Medical Record Content and Structure Standard 7:

All telephone messages and telephone consult discussions must be clearly identified and recorded.

Privacy and Confidentiality Standards**Medical Record Privacy and Confidentiality Standard 1:**

All HealthSun members' individually identifiable information whether contained in the member's medical records or otherwise is confidential. Such confidential information, whether oral or recorded in any format or medium, includes but is not limited to, a member's medical history, mental or physical condition, diagnosis, encounters, referrals, authorization, medication or treatment, which either identifies the member, or contains information, which can be used to identify the member.

Medical Record Privacy and Confidentiality Standard 2:

In general, medical information regarding a HealthSun member must not be disclosed without obtaining written authorization. The authorization must come from the member, the member's guardian, or conservator. If the authorization is signed by the member, the member's medical record must not reflect mental incompetence. If the authorization is signed by a guardian or conservator, evidence such as a Power of Attorney, Court Order, etc., must be submitted to establish the authority to authorize the release of medical information.

Medical Records Privacy and Confidentiality Standard 3:

To release member medical information, a valid and completed Medical Information Disclosure Authorization Form, prepared in plain language, must be used. The form must include the following items:

1. Name of the person or institution providing the member information.
2. Name of the person or institution authorized to receive and use the information.
3. The HealthSun member's full name, address, and date of birth.
4. Purpose or need for information and the proposed use thereof.
5. Description, extent, or nature of information to be released that identifies the information in a specific and meaningful fashion, including inclusive dates of treatment.
6. Specific date or condition upon which the HealthSun member's consent will expire, unless earlier revoked in writing, together with member's written acknowledgment that such revocation will not affect actions taken prior to receipt of the revocation.
7. Date that the consent is signed, which must be later than the date of the information to be released.
8. Signature of the member or legal representative and his or her authority to act for the member.
9. HealthSun member's written acknowledgment that information used or disclosed to any recipient other than a health plan or provider may no longer be protected by law.
10. Except where the authorization is requested for a clinical trial, it must contain a statement that it will not condition treatment or payment upon the member providing the requested use or disclosure authorization.
11. A statement that the member may refuse to sign the authorization.

Medical Records Privacy and Confidentiality Standard 4:

Pursuant to laws that allow disclosure of confidential medical information in certain specific instances, such information may be released by HealthSun without prior authorization from the member, the member's guardian, or conservator for the following reasons:

- Diagnosis or treatment, including emergencies.
- Payment or for determination of member eligibility for payment.
- Concurrent and retrospective review of services
- Claims management, claims audits, and billing and collection activities
- Adjudication or subrogation of claims

- Review of health care services with respect to medical necessity, coverage, appropriateness of care, or justification of charges
- Coordination of benefits
- Determination of coverage, including a pre-existing conditions investigation
- Risk management
- Quality assessment, measurement, and improvement, including conducting satisfaction surveys of members
- Conducting case management and discharge planning
- Conducting preventive care programs
- Coordinating specialty care, such as Maternity Management
- Detection of health care fraud and abuse
- Developing clinical guidelines or protocols
- Reviewing the competency of health care providers and evaluating provider performance
- Preparing regulatory audits and regulatory reports
- Conducting training programs
- Auditing and compliance functions
- Resolution of grievances
- Provider contracting, certification, licensing, and credentialing
- Due diligence
- Business management and general administration
- Health oversight agencies for audits, administrative or criminal investigations, inspections, licensure, or disciplinary actions, civil, administrative, or criminal proceedings or actions
- In response to court order, subpoena, warrant, summons, administrative request, or similar legal processes
- To comply with Florida law relating to workers' compensation;
- To County coroner, for death investigation;
- To public agencies, clinical investigators, healthcare researchers, and accredited non-profit educational or healthcare institutions for research, but limited to that part of the information relevant to litigation or claims where member's history, physical condition or treatment is an issue, or which describes functional work limitations, but no statement of medical cause may be disclosed;
- To organ procurement organizations or tissue banks, to aid member medical transplantation;
- To agencies authorized by law, such as the FDA;
- To State and Federal disaster relief organizations, but only basic disclosure information, such as member's name, city of residence, age, sex and general condition;
- To any chronic disease, management programs provided member's treating physician authorizes the services and care.

Medical Records Privacy and Confidentiality Standard 5:

All individual HealthSun member records containing information pertaining to alcohol or drug abuse are subject to special protection under State and Federal Regulations (Confidentiality of Alcohol and Drug Abuse Member Records, Code 42 of Federal Regulation, chapter 1, Subchapter A. Part 2). An additional and specific consent form must be used prior to releasing any medical records that contain alcohol or drug abuse diagnosis.

Medical Records Privacy and Confidentiality Standard 6:

Special consent for release of information is needed for all members with HIV/AIDS and Mental Health disorders. In general, medical information for member's who exhibit HIV/AIDS and/or mental health disorders will always be reported in compliance with Florida state law. Additional information will be released regarding a member infected with the HIV virus only with an authorized consent.

Information released to authorized individuals/agencies shall be strictly limited to minimal information required to fulfill the purpose stated in the authorization. Any authorization specifying "any and all medical information" or other such broadly inclusive statements shall not be honored and release of information that is not essential to the stated purpose of the request is specifically prohibited.

Member Rights regarding their Protected Health Information (PHI)

All HealthSun Members have the right to request that HealthSun restrict the use and disclosure of their PHI for treatment payment; healthcare operations; or to a family member, other relative, or close friend. HealthSun does not have to agree with the restriction. If HealthSun agrees with the restriction, HealthSun may not use or disclose the members PHI in violation of the restriction, except in cases of emergency treatment or if the information is needed by HealthSun for internal operations. HealthSun may terminate its agreement to a restriction if the member agrees to such termination. In such cases, termination of the restriction is only effective for PHI HealthSun receives after HealthSun informs the member.

HealthSun has adopted the following standards for Medical Records. These are suggested standards for the content and structure, confidentiality and privacy of all medical records kept on HealthSun members. The standards are in compliance with state and federal requirements as established by the Florida Agency for Healthcare Administration (AHCA) and the Centers for Medicare and Medicaid Services (CMS).

1. Members have the right to request communication of their PHI by alternative means or at alternative locations, if the member communicates to HealthSun that the disclosure of the PHI could endanger the member. The request must be in writing.
2. Members have the right to inspect and copy their PHI that is maintained in a designated record set (e.g., medical record). HealthSun is required to provide access within 30 days after receipt, in writing (60 days if the information is stored off- site). HealthSun is required to provide the information at a convenient time or place or mail the information to the member. HealthSun may charge the member a reasonable fee to cover duplicating costs, including associated labor costs and postage. Members do not have the right to access psychotherapy notes or information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. HealthSun may deny the

member's request for access if a healthcare professional finds that it will endanger the member or another person.

3. Members have the right to request, in writing, an amendment to their PHI. HealthSun may deny the member's request if the PHI was not created by HealthSun or one or more of HealthSun contracted providers, or if the PHI is contained in psychotherapy notes or information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. HealthSun must act on the request for an amendment within 60 days (with up to a 30-day extension, if needed).

Members have the right to provide an authorization for other uses and disclosures of their PHI pursuant to specific written authorization signed by the member or the member's personal representative.

Encounter Process

Providers should verify eligibility prior to providing care to HealthSun members. Eligibility must be verified by requesting a HealthSun membership card and confirming eligibility by calling the Provider Services Help Line listed below.

Upon request by Plan, CMS or Governmental Agency, Provider shall certify the accuracy, completeness and truthfulness of encounter data submitted to Plan.

All cost-sharing is to be collected according to information on the Plan's benefit grids or as per the information provided when checking eligibility.

All Encounters must be recorded and submitted to Plan. Electronic format is preferred. If you are not currently submitting them electronically and would like to, please contact your assigned Provider Operations Representative.

Paper Encounters should be submitted on CMS 1500 forms and sent to the following address:

HealthSun Health Plans
Attention: Claims Department
P.O Box 211154
Eagan, MN 55121

Encounters may also be submitted electronically using the ASC X12N 837 format. HealthSun has contracted with Gateway EDI and Availity EDI clearinghouses for Electronic Claim Submissions. The Payer ID for HealthSun is HESUN and should be included with all electronic submissions. If you need assistance with electronic claim submission set up, please contact your EDI clearinghouse, Availity EDI Customer Service at 800-282-4548, Change Healthcare EDI Customer Service at 800-556-2231, or your HealthSun Provider Operations Representative at 305-448-8100.

After Hours Access

Providers and/or Covering Providers are required to provide advice, consultation, and access to care appropriate for each Member's medical condition as described below:

- Availability of 24-hour answering service.
- Answering system with option to page the physician
- On call schedule. Physicians will provide advice and assess care as appropriate for each patient's medical condition. Life threatening conditions will be referred to the nearest emergency room.
- Notification to the Plan of known Emergency Room (ER) visits and Emergency Room (ER) admits

In addition, HealthSun recommends the following standards for all physicians:

- Response to urgent calls within 15 minutes; response to routine calls within 24 hours.
- After hours, response to urgent calls within 15 minutes; non-urgent response in 30 minutes.
- The average wait time should not exceed 60 minutes from the scheduled
- Appointment time. This includes time spent both in the waiting and examination room prior to being seen by the physician. In the case of an emergency, which may cause this standard to be exceeded, the member should be promptly notified and given the option of waiting or rescheduling.

By monitoring compliance with these guidelines over time, HealthSun can take action to improve member service availability and access to medical services when necessary. HealthSun may monitor compliance with the above-mentioned access standards through a variety of ways including site visits, telephone audits, member surveys and complaints.

Covering Physicians

Physicians must arrange for coverage of their practice 24 hours a day, seven days per week 365 days a year. The covering physician must be a HealthSun Health Plan physician or credentialed by HealthSun Health Plans.

Disabled Members and CMS Requirements

There are Federal laws to protect the rights of persons with disabilities such as the Americans with Disabilities Act ("ADA"), Rehabilitation Act, and other protections. HealthSun Health Plans requires providers to meet the standards that ensure your facility is accessible and usable by persons with disabilities.

Language Support Services

HealthSun Health Plans will provide support services to Providers requiring assistance in communicating with members in languages that they are not proficient in.

Non-Discriminatory Notice

Providers will ensure that Members are not discriminated against in the delivery of healthcare services consistent with the benefits covered in their Policy based on race, ethnicity, national origin, religion, sex, age, mental or physical disability, sexual orientation, genetic information, or source of payment.

Advance Directive

HealthSun Health Plans, Inc. acknowledges a member's right to make an advance directive. Advance directives are written instructions, such as living wills or durable power of attorney for health care, recognized under state law and signed by a patient, that explain the patient's wishes concerning the provisions of health care if the patient becomes incapacitated and is unable to make those wishes known. Providers are expected to advise each HealthSun member regarding his or her future health care needs and available options. Providers may give advance directive information to the patient's family or surrogate should the patient be incapacitated at the time of enrollment. Advance Directive Forms are also available at the following website www.aafp.org .

Open/Close Panel

PCP Providers may close their panel to new and/or transferring HealthSun members with at least 45 days prior written notice to the Provider Operations Department. An asterisk (*) indicating a closed panel will be placed beside your name when the provider directory is updated. Written notification to the Provider Operations Department is required if you wish to accept a new member into a closed panel or to reopen your panel to new members.

Requests for openings and closing a panel should be submitted on your letterhead to the following:

Written Requests – HealthSun Health Plans, Inc.

11430 NW 20th Street,

Suite. 300

Miami, FL 33174

Attention: Provider Operations Department

E-Fax-1-305-489-8110

E-Mail - ProviderServices@HealthSun.com

Safety Requirements

Providers are required to meet Safety Standards in accordance with the Occupational Safety and Health Administration (OSHA), ADA, and regulatory requirements. They are required to develop a written safety plan that includes fire and emergency activities. It should include the following Medical Emergency Procedures:

- 911 Calling.
- Obtaining emergency equipment.

- Disaster Plan and Emergency Procedures for fire, flood and other natural disasters.
- Evacuation route to be posted and reviewed with personnel.
- Evacuation plan for able Member and handicapped Members, staff, and visitors.

Upon termination as a participating provider, the records of the Members that had been under your care will be made available to the next physicians at no cost to that physician or to the member, and will be made available to HealthSun Health Plans upon request.

Safety drills such as fire, CPR, and weather should be held at least quarterly with staff and documented to include an evaluation of the drill. Other required safety protocols include the compliance with a sharps injury prevention program that requires the safe disposal of syringe and needles as follows:

- Disposal of intact needles and syringes into appropriate sharps containers
- Replacement of sharps containers when the fill line is reached
- Handling and disposal of filled sharps containers to a biohazardous waste contractor

Staff must be oriented on these protocols at the time of hire and annually thereafter in conjunction with the OSHA training.

Provider offices must ensure that any cleaning or hazardous materials or liquids are stored in a safe manner and that staff have received appropriate orientation related to their use and the need for the use of personal protective equipment.

Providers should ensure on-going monitoring of information related to the recall of medications and equipment maintained in offices. Should any items be subjected to recall, processes need to be implemented to notify staff, return the recalled item, contact any effected patients, and maintain a record of such activities.

Provider Compliance and Quality Reviews

Provider will comply with quality reviews conducted by HealthSun Health Plans. The reviews are conducted to ensure that the provider is in compliance when addressing Member concerns and rights. Areas of review will include site audits, Medical Record Audits, analysis of complaints and grievances, Member Satisfaction Surveys, request for Provider changes, Rapid Disenrollment Survey, Safety and Infection Control and other measurable data.

Provision of Care

All providers are required to provide services in a manner consistent with professionally recognized standards of care that are time specific and updated.

Member Participation

Providers will allow Members the right to participate in their decision making regarding their health care. HealthSun Health Plans encourages all providers to provide active Member participation in their treatment planning and course of care. This includes the Member's right to withhold resuscitative services or to forgo or withdraw life-sustaining treatment in compliance with Federal and State Laws. All Members have the right to receive information on available treatment options (including the option of no treatment) or alternative courses of care and other information

specified by law. Healthcare Providers must inform the member of their treatment options in a language the member understands.

Missed Appointments

Provider will follow up with the member when an appointment has been missed. If the patient does not go to the previously scheduled appointment without prior cancellation, Provider must document within the medical records.

Providers may not charge a fee for missed appointments to cost share protected dual eligible members including QMB, QMB+ and FBD.

Disruptive Behavior

Providers who may have a member that has displayed disruptive behavior, must clearly document in the member records the incident(s) and submit them to HealthSun's Provider Operations Department. The documentation must include attempts to bring the member into compliance. A member's failure to comply with a written corrective action plan must be documented. The member must have at least one written warning regarding the implications of his/her actions. The Plan must issue approval in order for a member to be transferred out of a physician's practice. For any action to be taken, it is mandatory that copies of all supporting documentation from the member's file be submitted along with this request.

Member Initiated PCP Transfer

To maintain continuity of care, HealthSun encourages its members to remain with their PCP. However, a member or power of attorney/guardian may request to change the PCP by contacting HealthSun' Member Services department or submitting a written request.

Involuntary Disenrollment

Members may not be transferred or disenrolled for pre-existing medical conditions, change in health status or periodic missed appointments. HealthSun will follow the involuntary disenrollment process set forth by the Centers for Medicare & Medicaid Services (CMS). Providers who may have a member that has displayed disruptive behavior, must clearly document in the member records the incident(s) and submit them to HealthSun' Provider Operations Department. The documentation must include attempts to bring the member into compliance. A member's failure to comply with a written corrective action plan must be documented. The member must have at least one written warning regarding the implications of his/her actions. The Plan must issue approval in order for a member to be transferred out of a physician's practice. For any action to be taken, it is mandatory that copies of all supporting documentation from the member's file be submitted along with this request.

Disenrollment may be involuntary under the following conditions:

- Loss of Medicare entitlement to Part A and/or Part B
- Fraudulent use of ID card
- The plan contract is terminated
- Member moves outside the service area or is away from the service area for more than
- six (6) consecutive months

- Member provides fraudulent information on an election form
- Member is no longer eligible for plan (e.g., SNP plans)
- Member fails to pay their Part D Income Related Monthly Adjustment Amount (IRMAA)
- If a member's behavior is so disruptive that it substantially impairs HealthSun's ability to arrange for the care of that member or other members of the plan, HealthSun may submit a request to CMS to have the member involuntarily disenrolled from the plan. Requests cannot be made as a result of a member exercising the option to make treatment decisions with which the plan disagrees, including the option of no treatment and/or no diagnostic testing. HealthSun cannot disenroll a member because he/she chooses not to comply with any treatment regimen (CFR 42 §422.74).

Serious effort to resolve the problems presented by the member must be made. Such efforts must include providing reasonable accommodations, as determined by CMS, for individuals with mental or cognitive conditions, including mental illness and developmental disabilities.

Occupational Safety and Health Administration OSHA and Infection Control

Providers must maintain an environmentally safe practice facility. This includes ensuring equipment, lab, office, restrooms, waiting area chairs and tables, examination room, and equipment are in proper working order and comply with City, State, and Federal Regulations concerning safety and public hygiene. Providers shall be responsible for establishing an exposure control plan in compliance with OSHA standards regarding Blood borne Pathogens. In addition, provider will make all necessary provisions to minimize sources and transmissions of infection in the office. This will include good hand washing, the use of gloves/universal precautions, cleaning of rooms and equipment prior to and between patients, and the safe use of needles and syringes and multi-dose injectable.

Providers are to comply with Centers for Disease Control (CDC) hand hygiene protocols that include washing hands with soap and water or an alcohol-based gel prior to putting on gloves for patient contact and after the removal of the gloves. Hand hygiene with the use of soap and water or alcohol-based gel should be used after any patient contact. Hands should be washed with soap and water when any visible matter is present on the hands.

Protocols related to the safe use of syringe and needles are adopted from CDC/HICPAC and APIC nationally and require that each needle and syringe are used only one time for one (1) patient. The use of multi-dose vials requires compliance with USP 797 regulations. Each multi-dose vial must be labeled with a date at the time of opening and discarded within 28 days of opening unless the manufacturer's expiration date is sooner. Each vial must be wiped using friction for 6-8 seconds with an alcohol swap prior to entering with a new needle and syringe with each use. Vials may never be spiked.

Patient care areas (e.g. exam tables, counter tops, chairs) and equipment (e.g., BP cuffs, Glucometers, EKG leads) must be wiped down after each patient use with sanitizing wipes (e.g. Cavi-wipes or Clorox wipes).

Any patient determined to have presented to the office with a communicable disease should be isolated immediately, a mask applied, and the patient either discharged or transferred

immediately if the disease is a reportable one. If the patient is a HealthSun member, Provider Operations should be notified immediately. Providers are also required to compliance with public health reporting requirements.

For provider offices who conduct minor removal of lumps and bumps, processes must be in place for either the disposal of equipment or the sterilization of equipment in autoclaves. Providers are expected to monitor the functionality of autoclaves and any failures in the sterilization processes to ensure against any infections, cross-contamination, and exposure.

Infection Control, Prevention and Safety

Infection control is an integral part in outpatient settings. All employees should be educated regarding the routes of transmission and techniques used to prevent transmission of infectious agents. Policies for infection control and prevention should be written, readily available, updated annually, and enforced. Your office must be in compliance with federal and state regulations concerning infection control (e.g., prevention, control, identification, reporting), exposure to blood borne pathogens and the use of universal precautions. It is strongly recommended that you implement measures and processes in accordance with nationally recognized standards and organizations.

Key principles of infection control include, but are not limited to:

- Hand hygiene consistent with nationally recognized guidelines (i.e., WHO, CDC, etc.)
- Written blood borne pathogen exposure control plan
- Personal protective equipment (PPE) such as gloves, eyewear, facial masks or gowns
- Immunization of personnel (e.g., hepatitis B, tuberculosis, etc.)
- Monitoring of employee illnesses
- Safe handling and disposal of needles and sharp containers
- General housekeeping policies cleaning, disinfection, antisepsis and sterilization of medical equipment and patient areas (e.g., examination rooms should be cleaned before and after each patient and, along with patient waiting areas, should be thoroughly cleaned at the end of each day)
- Appropriate hazardous waste disposal policies
- Isolation or immediate transfer of individuals (patients and staff members) with an infectious or communicable disease
- Processes to communicate with local and state health authorities (e.g., reporting of communicable or infectious diseases)
- Processes that address the recall of items including drugs and vaccines, blood and blood products and medical devices or equipment
- Recordkeeping
- Employee orientation and annual staff training regarding office procedures, plans and programs (e.g., OSHA, infection control/prevention, sharps injury prevention, blood borne pathogens)

Included below are resources to assist you or your staff in locating guidelines or best practices to reduce the day-to-day risks of transmission in your office setting.

Regulatory Agency	Web Link to Guideline/Best Practice
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CDC	Healthcare-associated Infections (HAIs) Guidelines, https://www.cdc.gov/infectioncontrol/guidelines/index.html
CDC	Healthcare-associated Infections (HAIs) Guide to Infection Prevention for Outpatient Settings – Minimum Expectations for Safe Care, http://www.cdc.gov/HAI/settings/outpatient/outpatient-care-guidelines.html
CDC	Guideline for Infection Control in Healthcare Personnel, http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf
CDC	2007 Guidelines for Isolation Precautions: Preventing Transmissions of Infectious Agents in Healthcare Settings, http://www.cdc.gov/hicpac/pdf/isolation/Isolation2007.pdf
CDC	Hand Hygiene in Healthcare Settings, www.cdc.gov/handhygiene
CDC	CDC Injection Safety, www.cdc.gov/injectionsafety
OSHA	Medical and Dental Offices – A Guide to Compliance with OSHA Standards, https://www.osha.gov/sites/default/files/publications/osha3187.pdf
OSHA	Safety and Health Topics: Healthcare, http://www.osha.gov/SLTC/healthcarefacilities/index.html
OSHA	Safety and Health Topics: Healthcare – Standards/Enforcement, http://www.osha.gov/SLTC/healthcarefacilities/standards.html
OSHA	Safety and Health Topics: Healthcare – Other Hazards, https://www.osha.gov/SLTC/healthcarefacilities/otherhazards.html
OSHA	Safety and Health Topics: Bloodborne Pathogens and Needlestick Prevention Standards, http://www.osha.gov/SLTC/bloodbornepathogens/index.html
OSHA Publication	Model Plans and Programs for the OSHA Bloodborne Pathogens and Hazard Communications Standards (OSHA 3186-06R 2033), www.osha.gov/Publications/osha3186.pdf
CDC	Guideline for Disinfection and Sterilization in Healthcare Facilities, https://www.cdc.gov/infectioncontrol/guidelines/disinfection/index.html
U.S. Food and Drug Administration (FDA)	Guidance for Industry and FDA Staff - Medical Device User Fee and Modernization Act of 2002, Validation Data in Premarket Notification Submissions (510(k)s) for Reprocessed Single-Use Medical Devices, https://www.fda.gov/industry/medical-device-user-fee-amendments-mdufa/summary-medical-device-user-fee-and-modernization-act-2002

Safety

A comprehensive safety program should be established to address the office’s environment of care and the safety of all your patients. The elements of the safety program should include, but not be limited to, the following:

- Processes for the management of identified hazards, potential threats, near misses and other safety concerns

- Processes for reporting known adverse incidents to appropriate local, state and/or federal agencies when required by law to do so
- Unique patient identifiers used throughout care
- Processes to reduce and avoid medication errors. Examples of such are:
 - Write legible prescriptions which include dosage and indication
 - Utilize an electronic prescribing system and submit electronic requests directly to Pharmacies
- Encourage and educate members to be actively involved in their healthcare and serve as safety checkers. Members should review their medications prior to taking them and when picking up medications from the pharmacies
- Policies addressing manufacturer or regulatory agency recalls related to medications, medical equipment, and supplies and which include:
 - (i) sources of recall information (e.g., FDA, CDC);
 - (ii) methods to notify staff that need to know;
 - (iii) methods to determine if a recalled product is present at the office or has been given or administered to a member;
 - (iv) documentation of response to recalled products;
 - (v) disposition or return of recalled items (including samples) and
 - (vi) member notification*, as appropriate.
- Policies regarding food and drink, if made available
- Establish a process to ensure that all tests ordered are received and prompt member notification occurs to advise of the results
- Environmental hazards associated with safety are identified (i.e., fall prevention, physical safety, ergonomic exposures, violence in the workplace and external physical threats) and safe practices are established
- It is important always to remember that safety policies and procedures help achieve a safer work environment and improve the quality and effectiveness of the care you provide to your

Additional Resources

Centers For Medicare & Medicaid Services (CMS) Updates And Educational Resources:

CMS issues program transmittals to communicate new or changed policies and/or procedures that are being incorporated into a specific CMS program manual. The cover page (or transmittal) summarizes the new material, specifying the changes made. Furthermore, CMS has developed MLN Matters® which provides Medicare coverage and reimbursement rules in a brief, accurate and easy-to-understand format. It is important that you remain up-to-date on all regulatory changes as it is your responsibility to implement any applicable changes. To find specific CMS transmittals or MLN Matters® articles, please visit the CMS website at the following addresses:

CMS Transmittals Overview: http://www.cms.gov/Transmittals/01_Overview.asp

MLN Matters Articles Overview: <http://www.cms.gov/MLNMattersArticles/>

CMS National Coverage Determinations (NCDs):

Medicare coverage is limited to items and services that are reasonable and necessary for the diagnosis or treatment of an illness or injury (and within the scope of a Medicare benefit category). National coverage determinations (NCDs) describe whether specific medical items, services, treatment procedures or technologies can be paid under Medicare. It is important that you remain up to date on these changes to coverage. Several helpful resources include:

Medicare Coverage Database: <https://www.cms.gov/medicare-coverage-database/overview-and-quicksearch.aspx>

CMS Medicare Coverage Center: <https://www.cms.gov/center/coverage.asp>

The Medicare Program Overview

Medicare is the federal health insurance program for:

- People who are 65 or older and/or certain younger people with disabilities
- People with End-Stage Renal Disease –ESRD, permanent kidney failure requiring dialysis or transplant.

The different parts of Medicare help cover specific services:

- Medicare Part A (Hospital Insurance) – Covers inpatient hospital stays, care in a skilled nursing facility, hospice care, and some home health care.
- Medicare Part B (Medical Insurance) – Covers doctor’s services, outpatient care medical supplies, and preventive services.
- Medicare Part D (Prescription Drug Coverage) – Helps cover the cost of prescription drugs (including recommended shots or vaccines)

With Medicare, beneficiaries have options in how they get their coverage. Once they enroll, they need to decide how to get their Medicare coverage:

- Original Medicare
- Medicare Advantage
- Medicare Prescription Drug Coverage (Part D)

Medicare Advantage Overview

Medicare Advantage is an “all in one” alternative to Original Medicare. Including Medicare Part A, Part B, and Part D. As a Medicare Advantage Plan HealthSun offers, extra benefits that Original Medicare does not cover like vision, hearing, dental, and more. Medicare Advantage Plans have yearly contracts with Medicare and must follow Medicare’s coverage rules.

Special Needs Plans (SNP)

Special Needs Plans were established by the Medicare Modernization Act (MMA) of 2003 and are designed to provide targeted care to individuals with special needs. In the MMA, Congress identified special needs individuals as:

- Dual SNP (SNP) – Members who are eligible for Medicare and Medicaid.
- Chronic Condition SNP (C-SNP) – Members with severe or chronic conditions
- Institutional SNP (I-SNP) – Members living in an institution for 90-days or longer, such as elderly home or long –term care or skilled nursing facility, or members living in community that requires institutional level of care or attention that equals those provided in any institution.

Special Needs Plans (SNPs) are different from most Medicare Advantage Plans as focus is on beneficiaries who have special needs and would benefit from enhanced care coordination as described in the Model of Care (MOC).

CMS requires HealthSun to contract with the State of Florida's Agency for Healthcare Administration (AHCA) to provide health care services for Florida Medicaid recipients enrolled in the Plan. HealthSun is responsible for providing/arranging for Medicare/Medicaid benefits dually eligible members enrolled with the Plan are entitled to receive.

Medicaid recipients enrolled in a SNP are not exempt from enrollment into Medicaid's Managed Care Medical Assistance (MMA) and Dental Plans. Medicaid recipients can be enrolled in Medicaid Long-Term Care Plan & a SNP at the same time. Since Medicare is the Primary payer, providers must bill the SNP or Medicare accordingly for "Full Dual" recipients (who have Medicare and Full Medicaid). Providers should also bill the SNP for any Medicaid-covered service not covered by Medicare.

Medicare Advantage Enrollment Options

Medicare Advantage Enrollment Periods

There are six types of election periods during which individuals may make enrollment changes for MA-PD Plans.

1. Annual Election Period (AEP) - The AEP is Oct. 15 through Dec. 7 of every year. During the AEP, MA eligible individuals may enroll in or disenroll from an MA plan. Any changes made take effect Jan. 1 of the following year.
2. Initial Coverage Election Period (ICEP) - This period begins three months immediately before the individual's first entitlement to both Medicare Part A and Part B and ends on the later of 1) the last day of the month preceding entitlement to both Part A and Part B, or 2) The last day of the individual's Part B initial enrollment period. Once an ICEP enrollment request is made and enrollment takes effect, the ICEP election has been used.
3. Initial Enrollment Period for Part D (IEP for Part D) - For MA, allows enrollment requests for MA-PD plans only. Generally, individuals will have an IEP for Part D that is the same period as the IEP for Part B.
4. Open Enrollment Period for Institutionalized Individuals (OEPI) – An institutionalized individual is defined as an individual who moves into, or moves out of an institution, as defined in §10. The OEPI is continuous for eligible individuals, however, it ends two months after the month the individual moves out of the institution. The OEPI is also

available for eligible individuals to enroll in or disenroll from an MA SNP for institutionalized individuals.

5. Special Election Period (SEP) – Special election periods constitute periods outside of the usual IEP, AEP, or MA OEP when an individual may elect a plan or change his/her current plans. The SEP ends when an individual elects a new MA plan or when the SEP timeframe ends, whichever comes first, unless otherwise specified within an SEP. Below are the various types of SEPs:
 - Change in residence
 - MA contract violation
 - MA nonrenewal or terminations
 - SEPs for exceptional conditions
 - Employer/Union Group Health Plan (EGHP)
 - Individuals who disenroll in connection with a CMS sanction
 - Individuals enrolled in Cost Plans that are not renewing their contracts
 - Individuals in the Program of All-inclusive Care for the Elderly (PACE)
 - Dual-eligible individuals and other Low-Income Subsidy (LIS) individuals
 - Individuals who terminated a Medigap policy when they enrolled for the first time in an MA plan, and who are still in a trial period
 - Individuals with ESRD whose entitlement determination is made retroactively
 - Individuals whose Medicare entitlement determination is made retroactively
 - To coordinate with Part D enrollment periods
 - Loss of special needs status
 - Individuals who belong to a qualified State Pharmaceutical Assistance Program (SPAP) or lose SPAP eligibility
 - Individuals who gain, lose, or have a change in their dual or LIS-eligible status
 - Enrollment into a Chronic Care SNP (C-SNP) and individuals found ineligible for a C-SNP
 - Disenrollment from Part D to enroll in or maintain other creditable coverage
 - Enrollment in an MA plan, PDP, or Cost Plan with a plan performance rating of five stars
 - Non-US citizens who become lawfully present
 - Individuals who requested materials in accessible formats but an MA plan or CMS was unable to provide required notices/information in the same timeframe that the MAO or CMS provided the same information to individuals who did not request an accessible format
 - Individuals affected by a government entity-declared disaster or other emergency
 - Individuals enrolled in a plan placed in receivership by a state or territorial regulatory authority
 - Individuals enrolled in a plan that has been identified by CMS as a consistent poor performer
 - Other exceptional conditions determined by CMS on a case-by-case basis
 - SEPs for beneficiaries age 65 (SEP65)

- Significant change in the provider network
- CMS and State-initiated enrollments

Note: Without evidence of other creditable coverage, individuals who become eligible for Medicare Part D and choose not to enroll in a prescription drug plan at that time will likely pay a penalty if they choose to enroll later. This is known as a late enrollment penalty.

6. Medicare Advantage Open Enrollment Period (MA OEP) – Starts on January 1st and ends on March 31st. Individuals enrolled in an MA plan may add or drop Part D coverage during the MA OEP. Individuals enrolled in either MA-PD or MA-only plans can switch to MA-PD, MA-only, or Original Medicare. Only one election during this period is permitted.

Table 1. Effective Dates

Effective dates for Enrollment Periods:

Part D Enrollment Period	Effective Date
<p>Annual Election Period (AEP) The AEP begins on October 15 and continues through December 7 of every year.</p> <p>Individuals have one AEP enrollment to use – once this enrollment is effective, the AEP has been used.</p>	January 1 st of following year.
<p>Initial Enrollment Period for Part D (IEP for Part D) For individuals that become Part D eligible after January 2006, generally the IEP for Part D is concurrent with the initial enrollment period for Part B. (Note: The Initial Enrollment Period for Part B begins 3 months prior to the month of Medicare eligibility, and ends on the last day of the third month following the month of Medicare eligibility.)</p> <p>Example: Mrs. Jones is eligible for Medicare on July 1, 2010. Her Part B Initial Enrollment Period is April 1, 2010 through October 31, 2010. Therefore her IEP for Part D is also April 1, 2010 through October 31, 2010.</p> <p>If individuals had not been eligible to enroll in a Part D plan at any time during their initial enrollment period for Medicare Part B or those not eligible for Part D during first Medicare initial enrollment period for Part D that occurred from November 15, 2005 through May 15, 2006, their IEP for Part D is the 3 months before becoming eligible for Part D, the month of eligibility, and the three months following eligibility to Part D.</p> <p>Individuals eligible for Medicare prior to age 65 (such as for disability) will have another IEP for Part D based upon attaining age 65.</p>	<p>Enrollment requests made prior to the month of eligibility are effective the first day of the month of eligibility.</p> <p>Enrollment requests made during or after the first month of eligibility are effective the 1st of the month following the month the request was made.</p>
<p>Special Enrollment Periods (SEP) SEPs for PDP enrollment and disenrollment choices are described in section 30.3 of this guidance.</p>	Effective dates are dependent upon the individual SEP and circumstances.

Table 2. SEP Determination of Eligibility Questions

The following are examples of questions that might be used to determine eligibility for an SEP:

Type of SEP?	Examples of Questions
Change in Residence	Have you recently moved? If so, when? Where did you move from?
Employer/Union Group Health Plan	Do you currently have (or are leaving) coverage offered by an employer or union? Have you recently lost such coverage?
Disenroll from Part D to Enroll in Creditable Coverage	Are you a member of TriCare? Do you want to obtain VA benefits?
Dually Eligible or Other Low Income Subsidy	Do you currently have Medicaid coverage? Does your state pay for your Medicare premiums? Do you receive SSI cash benefits without Medicaid? Did you receive a letter from Medicare letting you know that you automatically qualify for extra help? How much do you pay for your prescriptions?
Institutionalized	Are you moving into or are you a current resident of an institution, such as a nursing facility or long-term care hospital? Are you moving out of such a facility?
PACE	For enrollment – are you currently enrolled in a special plan called “PACE”?
CMS/State Assignment	Have you recently received a blue letter (i.e., Reassignment notice) from Medicare? Did your state/plan send you a letter to let you know they are moving you to a different plan? Did you recently receive a yellow letter (i.e., Auto-enrollment notice) from CMS? Have you recently received a green letter (i.e., Facilitated Enrollment notice) from Medicare?
Change in Dual/LIS Status	Have you recently gained/lost coverage under Medicaid? Did you recently receive a grey letter (i.e., Loss of Deemed Status notice) from Medicare? Did you recently receive an orange letter (i.e., Change in Extra Help Co-Payment notice) from Medicare? Did you recently receive a purple letter (i.e., Deemed Status notice) from Medicare?

- Refer to CMS Website for most up to date SEP available

HealthSun’s Service Area

Although Medicare is a Federal Program, HealthSun Health Plans, Inc. is available only to individuals who live in our plan’s service area. To remain a member of the plan, members must continue to reside in the plan service area. Our service area includes the following counties in the State of Florida:

➤ Miami-Dade County
➤ Broward County
➤ Palm Beach County

HealthSun Health Plans Benefit Packages

HealthSun offers a variety of Medicare Advantage products with Prescription Drug Plans, including Dual Special Needs Plans.

Plan Eligibility Information

In order to enroll in one of our Medicare Advantage Plan Benefit Packages, beneficiaries must meet the following criteria:

- ✓ Must have both Medicare Part A and Part B
- ✓ Must reside in HealthSun's Service Area
- ✓ Must be a United States citizen or lawfully present in the United States
- ✓ Must have an eligible Election Period
- ✓ For enrollment in HealthSun's SNP Products, beneficiaries must be dual-eligible members receiving assistance from the State of Florida's Medicaid Program

HealthSun eligibility verification does not guarantee payment. If HealthSun subsequently learns that a member was ineligible on the date of the verification, no payment will be made. Therefore, it is important that providers always verify the patients' most recent insurance status.

Identifying/ Verifying HealthSun Members

Providers shall verify that all HealthSun patients receiving treatment in their office are either on the PCP's membership list or members of the Plan.

- Upon signing an enrollment application, HealthSun Health Plans will send the member an Acknowledgement of Enrollment Letter to acknowledge the request for enrollment.
- Once the enrollment request has been approved by CMS, the member will receive an **Enrollment Confirmation** letter, which will be accompanied by the **Member Welcome letter**, which includes the **Member Identification (ID) Card**.
- The Evidence of Coverage (EOC) is provided to all members at the time of enrollment. The EOC educates members on how to get their Medicare medical care and prescription drugs covered through the plan. This booklet also explains their rights and responsibilities, what is covered, and what they pay as members of the plan. The EOC is part of the member's contract with how HealthSun covers the member's care.

The EOC details and educates the member about information regarding their HealthSun Health Plan, as follows:

MEMBER EVIDENCE OF COVERAGE BOOKLET CONTENT	
Chapter	Description
Chapter 1. Getting Started as a Member	Explains what it means to be in a Medicare health plan and how to use the Evidence of Coverage (EOC) booklet. Tells about materials HealthSun will send members, their plan premium, the Part D late enrollment penalty, plan membership card, and keeping their membership record up to date.

Chapter 2. Important Phone Numbers and Resources	Tells members how to get in touch with our plan, and with other organizations including Medicare, the State Health Insurance Assistance Program (SHIP), the Quality Improvement Organization, Social Security, Medicaid (the state health insurance program for people with low incomes), programs that help people pay for their prescription drugs, and the Railroad Retirement Board.
Chapter 3. Using the Plan’s Coverage for Medical Services	Explains important things members need to know about getting their medical care as a member of our plan. Topics include using the providers in the plan’s network and how to get care when they have an emergency.
Chapter 4. Medical Benefits Chart	Gives the details about which types of medical care are covered and not covered as a member of our plan. Explains how much members will pay as their share of the cost for their covered medical care.
Chapter 5. Using the Plan’s Coverage for Part D Prescription Drugs	Explains rules members need to follow when they get their Part D drugs. Tells how to use the plan’s List of Covered Drugs (Formulary) to find out which drugs are covered. Tells which kinds of drugs are not covered. Explains several kinds of restrictions that apply to coverage for certain drugs. Explains where to get their prescriptions filled. Tells about the plan’s programs for drug safety and managing medications.
Chapter 6. What Members Pay for their Part D Prescription Drugs	Tells about the four (4) stages of drug coverage (Deductible Stage, Initial Coverage Stage, Coverage Gap Stage, Catastrophic Coverage Stage) and how these stages affect what member’s pay for your drugs. Explains the six (6) cost-sharing tiers for Part D drugs and tells what members must pay for a drug in each cost-sharing tier.
Chapter 7. Asking HealthSun to Pay our Share of a Bill received for covered medical services or drugs	Explains when and how to send a bill to us when members want to ask us to pay them back for our share of the cost for covered services or drugs.
Chapter 8. Member Rights and Responsibilities	Explains the members’ rights and responsibilities as a member of our plan. Tells what members can do if they think their rights are not being respected.
Chapter 9. What to do if Members have a	Tells members step-by-step what to do if they are having problems or concerns as members of our plan. • Explains how to ask for coverage decisions and make appeals if you are

Problem or Complaints (Coverage Determinations, appeals, complaints)	having trouble getting the medical care or prescription drugs you think are covered by our plan. This includes asking us to make exceptions to the rules or extra restrictions on your coverage for prescription drugs and asking us to keep covering hospital care and certain types of medical services if you think your coverage is ending too soon. • Explains how to make complaints about quality of care, waiting times, customer service, and other concerns.
Chapter 10. Ending Your Membership with the Plan	Explains when and how members can end their membership in the plan. Explains situations in which our plan is required to end their membership.
Chapter 11. Legal Notices	Includes notices about governing law and about non-discrimination.

Member Identification Card

Each HealthSun member will receive a member identification (ID) card which should be presented at the time of each visit. The HealthSun Member ID Card includes:

ID Card Front:

- Health Plan logo,
- the Member's last and first name,
- date of birth
- Effective date of enrollment in the plan,
- the Plan Benefit Packet (PBP),
- the name of the PCP,
- the PCP's ID number with HealthSun,
- the PCP's contact information,
- HealthSun Pharmacy Processing information (Rx BIN, Rx PCN and Rx Group ID).
- PCP and Specialist Copayment information.

Back of ID Card:

- Information regarding what to do in care of an emergency
- HealthSun Member Services Toll-Free number
- HealthSun Provider Services Telephone Number
- Pharmacy Helpdesk Toll-Free Telephone Number for Providers
- Hospital Admissions Toll-Free Telephone Number for Providers
- Claims Mailing Address
- Service Pre-Approval requirement Statement
- HealthSun's Website Address
- Date when the card was last issued.

When membership eligibility cannot be determined, you may contact the HealthSun Provider Services Help Line at 1-877-996-7776 for "Eligibility Verification".

Please note that possession of a card does not constitute eligibility for coverage. If a HealthSun member is unable to present his/her membership card, please call the Provider Help Line to determine eligibility or contact the Provider Services Department for access to the provider portal.

Verifying eligibility does not guarantee that the patient is in fact eligible at the time the services are rendered or that payment will be issued. We provide our members several options of health plans with an array of services, deductibles, and cost-sharing. Payments will be made for the specific covered services provided to eligible HealthSun members after satisfaction of applicable premiums and cost sharing.

HealthSun ID Card Sample.



PCP Member Listing

The PCP office will receive a monthly active member listing by the end of the first week of each month. The list consists of those HealthSun members who have selected or may have been assigned to the PCP office to provide them with PCP services. Please verify that all HealthSun patients receiving treatment in your office are on your membership listing. If you do not receive your list by the date mentioned above, please contact your assigned HealthSun Provider Service Representative. If there are any questions regarding a patient’s eligibility, please contact HealthSun’s Provider Operations Department at 1-877-996-7776 or access the provider portal.

HealthSun Health Plans Covered Benefits

Member Cost-Sharing

Members are responsible for paying applicable cost-sharing at the time services are rendered. The cost-sharing is collected by the provider's office; not collecting cost-sharing will result in lost revenue to the provider.

Full payment for a provider's service consists of the HealthSun payment (capitation or fee for service) plus the member's cost-sharing.

The PCP and specialist office cost sharing amounts are listed in the Summary of Benefits. Cost sharing amounts vary by benefit plan. Only one cost sharing should be collected at each service encounter.

Cost sharing amounts for Prescription Drugs also vary by benefit plan. If a member needs assistance with cost sharing, they may contact the Plan, call the Part D Services Department to verify these cost sharing amounts.

Call the Provider Services Department to verify these cost sharing amounts. Examples of cost sharing that may apply are Ambulance, Outpatient surgery (facility), Urgent Care, etc.

HealthSun Member Benefits

HealthSun Medicare members receive a document referred to as an Evidence of Coverage (EOC) and a Summary of Benefits, which explains the Covered Benefits under the plan that they have chosen with HealthSun. The EOC defines the rights and responsibilities of the member and HealthSun.

Members choose a PCP who provides and coordinates all care. HealthSun does not cover services that have not been provided or referred/authorized by the PCP except for emergencies and services exempt from PCP.

When applicable, members pay established cost-sharing and/or deductible or coinsurance. There is no member cost-sharing for influenza or pneumococcal vaccine; however, applicable cost-sharing may apply for other services rendered at the same time. There are no pre-existing limitations for HealthSun.

Medical services identified as Covered Benefits in the HealthSun EOC, or in the Summary of Benefits (SOB) are covered if the service is:

- Required for a condition.
- Received from the member's PCP, referred by the member's PCP, or authorized by the member's PCP and HealthSun **except for Emergency Care and exempt services that allow direct access as described below.**
- Rendered while coverage under HealthSun is in force; and
- Not specifically limited or excluded under HealthSun.

Important Benefit Information for Enrollees with Chronic Conditions

If the member is diagnosed with any of the chronic condition(s) listed below and the member's condition:

1. Is life threatening or significantly limits overall health or function; AND
2. Has a high risk of hospitalization or other adverse health outcomes; AND
3. Requires intensive care coordination

The member may be eligible for special supplemental benefits for the chronically ill.

Meeting these conditions must be demonstrated by one or more of the following:

- One or more inpatient admissions (inclusive of behavioral health) related to the chronic condition in the last 12 months, OR
- One or more urgent care or emergency room visits related to the chronic condition in the last 12 months, OR
- Two or more outpatient visits related to the chronic condition (including primary care or specialty care visits) in the last 12 months, OR
- Is a patient who requires home health visits related to the chronic condition, OR Is a patient who has an impairment in daily living activities related to the chronic condition (bathing, dressing, toileting, transferring, and eating) or cognitive impairments, OR
- Is a patient with a chronic condition and a need for one or more durable medical equipment (DME) in the outpatient setting (including but not limited to): group 3 power / manual wheelchair, non-invasive ventilation (NIV), wound vacuums, bipap machines, mechanical in-exsufflation devices, group 2 or group 3 mattresses

Eligible Conditions:

- Chronic alcohol use disorder and other substance use disorders;
- Autoimmune disorders:
 - Polyarteritis nodosa,
 - Polymyalgia rheumatica,
 - Polymyositis,
 - Dermatomyositis
 - Rheumatoid arthritis,
 - Systemic lupus erythematosus,
 - Psoriatic arthritis, and
 - Scleroderma;
- Cancer;

- Cardiovascular disorders;
 - Cardiac arrhythmias,
 - Coronary artery disease,
 - Peripheral vascular disease, and
 - Valvular heart disease;

- Chronic heart failure;
- Dementia;
- Diabetes mellitus;
 - Pre-diabetes (Fasting blood glucose: 100-125 mg/dl or Hgb A1C:5.7-6.4%)

- Overweight, Obesity, and Metabolic Syndrome;
- Chronic gastrointestinal disease:
 - Chronic liver disease,
 - Non-alcoholic fatty liver disease (NAFLD),
 - Hepatitis B,
 - Hepatitis C,
 - Pancreatitis,
 - Irritable bowel syndrome, and
 - Inflammatory bowel disease;

- Chronic kidney disease (CKD):
 - CKD requiring dialysis/End-stage renal disease (ESRD), and
 - CKD not requiring dialysis;

- Severe hematologic disorders:
 - Aplastic anemia,
 - Hemophilia,
 - Immune thrombocytopenic purpura,
 - Myelodysplastic syndrome,
 - Sickle-cell disease (excluding sickle-cell trait), and
 - Chronic venous thromboembolic disorder;

- HIV/AIDS;
- Chronic lung disorders:
 - Asthma,
 - Chronic bronchitis,
 - Cystic Fibrosis,
 - Emphysema,
 - Pulmonary fibrosis,
 - Pulmonary hypertension, and

- Chronic Obstructive Pulmonary Disease (COPD);
- Chronic and disabling mental health conditions:
 - Bipolar disorders,
 - Major depressive disorders,
 - Paranoid disorder,
 - Schizophrenia,
 - Schizoaffective disorder,
 - Post-traumatic stress disorder (PTSD),
 - Eating Disorders, and
 - Anxiety disorders;
- Neurologic disorders:
 - Amyotrophic lateral sclerosis (ALS),
 - Cerebral Palsy
 - Epilepsy,
 - Extensive paralysis (that is, hemiplegia, quadriplegia, paraplegia, monoplegia),
 - Huntington's disease,
 - Multiple sclerosis,
 - Parkinson's disease,
 - Polyneuropathy,
 - Fibromyalgia,
 - Chronic fatigue syndrome,
 - Spinal cord injuries,
 - Spinal stenosis,
 - Stroke-related neurologic deficit; and
 - Traumatic brain injury
- Stroke;
- Post-organ transplantation care;
- Immunodeficiency and Immunosuppressive disorders;
- Conditions that may cause cognitive impairment:
 - Alzheimer's disease,
 - Intellectual and developmental disabilities,
 - Traumatic brain injuries,
 - Disabling mental illness associated with cognitive impairment, and
 - Mild cognitive impairment;
- Conditions that may cause similar functional challenges and require similar services:
 - Spinal cord injuries,
 - Paralysis,
 - Limb loss,
 - Stroke, and

- Arthritis;
- Chronic conditions that impair vision, hearing (deafness), taste, touch, and smell;
- Conditions that require continued therapy services in order for individuals to maintain or retain functioning.
- Other
 - Chronic hypertension
 - Osteoporosis
 - Chronic back pain

The plan will need to obtain verification of the chronic condition through the medical claim's history or from the healthcare provider. The plan may provide members with provisional access to benefits while awaiting provider confirmation of member eligibility.

For more detail, go to the Special Supplemental Benefits for the Chronically Ill row in the Medical Benefits Chart.

Medicare Covered Benefits

The Plans Evidence of Coverage and Summary of Benefits for each product can be found by navigating to the plans website:

<https://healthsun.com/for-members/forms-documents/>

Prescription Drug Coverage

Medicare Part D Covered Drugs are listed in HealthSun's Prescription Drug Formulary and are available only by Prescription. Members of the plan must generally use network pharmacies to use their prescription drug benefit. The drug formulary may change at any time and members will be notified about the changes when impacted by the change. Prescription drugs are subject to cost-sharing, the cost-sharing may vary according to drug tier (such as generic, brand, non-formulary) and pharmacy network affiliation (Preferred vs. Non-Preferred).

Prescription Drug Formulary

A formulary is a list of covered drugs selected by HealthSun in consultation with a team of healthcare providers, which represents the prescription therapies believed to be a necessary part of a quality treatment program. HealthSun will generally cover the prescription drugs listed in our Drug Formulary as long as the drug is medically necessary, the prescriptions is filled at a HealthSun network pharmacy, and other plan rules are followed.

Prescribers should refer to Drug Formularies when prescribing medication to a HealthSun member. Members will have lower drug costs if prescribed generics or allowed substitution of brand products. Some Benefit Plans offer no cost sharing for prescriptions, in certain Tiers, when a member uses a Preferred Pharmacy. For a copy of most current HealthSun Formularies or pharmacy directory, please visit HealthSun Website at <https://healthsun.com/plans-coverage/prescription-drug-benefits/>.

Generic Drug Policy

HealthSun Health Plans covers both brand name drugs and generic drugs. A generic drug is approved by the Food and Drug Administration (FDA) as having the same active ingredient as the brand name drug. Generally, generic drugs cost less than brand name drug Brand name drugs, having generic equivalents, should be prescribed in generic form.

If member insists on a brand name product, which has a generic equivalent and is included in the drug formularies, member may have additional cost sharing as indicated in Member's Summary of Benefits booklet and Evidence of Coverage (EOC) available on the HealthSun's website).

For a Tier Exception, Medicare Part D Coverage Determination Form may be used. A tiering exception should be requested to obtain a non-preferred drug at lower cost sharing terms applicable to drugs in a preferred tier. You can find HealthSun's Prescription Coverage Determination form on our website <https://healthsun.com/plans-coverage/prescription-drug-benefits/> under Part D Grievances, Coverage Determinations, and Appeals”

Formulary Changes

HealthSun Health Plans can make changes to formularies within certain limits. Medicare drug plans may only change therapeutic categories and classes in formularies once each year, to be effective January 1st of following year.

Medicare drug plans typically may not remove drugs from their formularies at any time during the plan year. A few exceptions to this general rule exist. Part D drugs may be removed from formularies when:

- Food and Drug Administration (FDA) pronounces a Part D drug unsafe
- Manufacturer removes Part D drug from market
- Brand name drug loses patent and becomes available in generic form, brand name drug is removed, and generic is added

Prior Authorizations, Quantity Limits, and Step Therapy

Some covered drugs may have additional requirements or limits on coverage. These requirements and limits may include:

- **Prior Authorization:** HealthSun Health Plans requires member, a member's appointed or authorized representative, or a member's prescribing physician or other prescriber to request a prior authorization for certain drugs prior to prescription being filled at a pharmacy. This means member, a member's appointed or authorized representative, or a member's prescribing physician or other prescriber will need to get approval from HealthSun Health Plans before filling prescriptions. If approval is not obtained, HealthSun Health Plans may not cover drug.
- **Quantity Limits:** For certain drugs, HealthSun Health Plans may limit quantity which will be covered.
- **Step Therapy:** In some cases, HealthSun Health Plans requires prescriber to have member first try certain formulary drugs to treat medical conditions before HealthSun Health Plans covers another formulary drug for the same condition. For example, if Drug A and Drug B both treat a medical condition, HealthSun Health Plans may not cover drug B unless Drug A is tried first. If Drug A does not work, HealthSun Health Plans will then cover Drug B.

Exceptions Process

There is a process for members to obtain a Part D drug which requires a Prior Authorization, Step – Therapy, have a Quantity Limitations, or is not on HealthSun Health Plans' formularies. Members and Providers may request an exception under the following circumstances:

- Member is using a drug which was covered on HealthSun Health Plans formulary but has been removed during plan year for reasons other than safety.
- Member was prescribed a non-formulary drug which prescriber believes is medically necessary.
- Member is using a drug which was moved during plan year from preferred to non-preferred cost-sharing tier.
- Member's prescriber prescribed a drug which is included in HealthSun Health Plans more expensive cost-sharing tier because prescriber believes the drug included in the less expensive cost-sharing tier is medically ineffective for member.

- If member disagrees with amount which HealthSun Health Plans requires member to pay for a Part D prescription drug prescribed.
- If there is a requirement that the member tries another drug before HealthSun Health Plans pays for the drug prescribed, or if there is a limit on quantity (or dose) of the drug and prescriber disagrees with the requirement or dosage limitation.

A “grievance” is an expression of dissatisfaction (other than a coverage determination) with any aspect of the operations, activities, or behavior of HealthSun Health Plans, regardless of whether remedial action is requested.

For more information on how to file a request for an exception, grievance, or appeal, please contact HealthSun Health Plans’ Part D Services Department, Member Services or your Provider Operations Representative.

Instructions for completing and submitting Exception Requests

Providers may submit Exception Requests to HealthSun Health Plans orally or in writing. To submit your request orally, please contact the HealthSun Health Plans at 1-877-336-2069. If you choose to submit your request in writing, you may use HealthSun’s Coverage Request form or any form of written documentation. You can find HealthSun’s Coverage Request form on our website <https://healthsun.com/plans-coverage/prescription-drug-benefits/> under Part D Grievances, Coverage Determinations, and Appeals.

- Form may be completed and submitted by member, a member’s appointed or authorized representative, or a member’s prescribing physician or other prescriber on behalf of member. Prescribers may utilize their staff to submit requests, as long as it has been reviewed and signed by prescriber.
- Complete all required information on form. Incomplete forms may be sent back to sender to request additional information; additional information may also be received verbally. Progress notes should be sent indicating diagnosis provided on form. Providers must submit to HealthSun Health Plans Part D Services Department required information within timeframes allowed by CMS, especially if a prescription has rejected at a pharmacy due to requiring an Exception Request or Prior Authorization.
 - Fax completed form to e-fax 1-844-430-1705
 - Mail completed forms and corresponding documents to:

HealthSun Health Plans
Part D Services Department
 9250 W Flagler St,
 Suite 600
 Miami, FL 33174

- For any questions, please call Part D Services Department at: 1-877-336-2069

- If request is denied and the prescriber disagrees with the plan's decision, the prescriber or member/member representative can request a redetermination. All redeterminations can be submitted in any format or by using the redetermination form located on the Plans website. Please submit all requests to the address or fax located below:

HealthSun Health Plans

Appeals Department

11430 NW 20th street, Suite #300 Miami, FL 33172

Suite. 600

Miami, Florida 33174

Phone number: 305-447-4451

Fax number: 877-589-3526

Credentialing/Re-credentialing Process

Credentialing

Credentialing is the process by which the appropriate committee reviews documentation for each individual physician/provider to determine participation in the health plan network. Such documentation may include, but is not limited to, the applicant's education, training, clinical privileges, experience, licensure, accreditation, certifications, professional liability insurance, malpractice history, professional competency, and physical and mental impairments. The credentialing process includes verification that the information obtained is accurate and complete. The physician/provider must respond to any reasonable HealthSun request for additional information including, but not limited to, a medical record review as well as a site visit as applicable.

HealthSun recognizes the physician's/provider's right to review information submitted in support of the credentialing application to the extent permitted by law and to correct erroneous information. Physician/provider may obtain information regarding the status of their credentialing or recredentialing process by calling HealthSun.

The credentialing process generally is required by law. The fact that the physician/provider is credentialed is not intended as a guarantee or promise of any particular level of care or services.

HealthSun Credentialing Committee

The Credentialing Committee is composed of a chairperson and participating physicians. Functions of the committee include credentialing, ongoing and periodic assessment, recredentialing, and establishment of credentialing and recredentialing policies and procedures. The physician's/provider's documentation is provided to the corporate Credentialing Committee for approval or denial of participation in the network. Notification of approval or denial of credentials is sent to the physician/provider.

Recredentialing

Recredentialing is conducted at least every three (3) years in accordance with the HealthSun credentialing and recredentialing process. The recredentialing process is conducted with the same standards as those for initial credentialing. The decision concerning re-appointment or failure to re-appoint will be conveyed to the physician/provider in writing.

Providers Site Visits

In order to ensure conformance with standards set by the Centers for Medicare and Medicaid Services (CMS) for HealthSun, a structured review of contracted practitioner medical offices and of medical record keeping practices is conducted for PCPs and high-volume specialist providers.

The structured site visit review assesses the physical accessibility and appearance of the office or clinic, appointment availability, adequacy of waiting and examining room space, safety, infection control, and confidentiality issues.

A copy of the Site Survey can be obtained by contacting the HealthSun Provider Operations Department. Contact information can be located in the beginning of this manual under “HealthSun Key Contact List.”

Medical Management – Organization Determinations/Authorizations

HealthSun's Medical Management Utilization Management (UM) Program is designed to ensure members receive access to the right care in the right place at the right time. Our goal is to optimize our members' benefits by providing quality healthcare services that meet professionally recognized standards of care; are a covered benefit, medically necessary and appropriate for the individual member's condition; and provided at the most appropriate level of care.

The Medical Director's Role

The HealthSun Medical Director is responsible for directing and overseeing the Medical Care Management Department. The Medical Director addresses medical necessity (referrals and authorizations), concurrent review, credentialing, pharmacy & therapeutics, and quality assessment and improvement. The Medical Director serves as the liaison between the health plan and the participating providers and other healthcare providers in the community. The Medical Director is not engaged in the practice of medicine while acting in the medical director's role of the health plan.

If a physician has a disagreement with a determination on a referral or pre-authorization request, they should initiate contact with the HealthSun Medical Management Utilization Management department. Contact information can be located in the beginning of this manual under "HealthSun Key Contact List."

Pre-Authorization

HealthSun defines "pre-authorization" as having received the Plan's agreement for a service to be delivered based on evaluation of medical necessity **prior to the time the service is rendered**. Services requiring pre-authorization or notification are required with respect to medical services rendered to HealthSun members for certain services. The pre-authorization or notification list will specify the medical services that require a preauthorization for provider's review. Please note that Pre-Certification, Pre-Admission, Pre-Authorization and notification requirements all refer to the same process of pre-authorization. Pre-Authorization or notification requirements for services may be obtained by contacting the Medical Management Department at **1-877-207-4900**.

Authorization requests are reviewed in a consistent manner, based on the clinical information received as well as the applicable criteria that includes Medicare guidelines, LCDs, NCDs, MCG care guidelines, Florida Medicaid Coverage, Evidence of Coverage (EOC) and clinical practice guidelines.

Organization Determination Timeframes

Although members, their representatives, and/or providers may submit requests for authorizations (also known as organization determinations), the primary care physician (PCP) is responsible for determining whether a referral for specialty care or ancillary services is necessary. Providers must send an authorization request to HealthSun prior to the requested services being rendered, when authorization is required, including physician order, medical notes, and any applicable evaluation forms.

It is very important the requesting provider and/or PCP provides any pertinent clinical notes to support the request, including the diagnosis and procedure codes.

A provider may submit an authorization as expedited when the enrollee or his/her physician believes that waiting for a decision under the standard time frame could place the enrollee's life, health, or ability to regain maximum function in serious jeopardy.

Standard Organization Determination Request:

HealthSun will make a determination and notify the member and/or the member's representative, PCP, and/or treating provider/facility, of its determination as expeditiously as the member's health condition requires, but no later than 7 calendar days after the date HealthSun receives the request for a standard organization determination for a medical service/item. If the request involves a prescription drug, the standard processing timeframe is 72 hours. HealthSun may extend the timeframe up to 14 calendar days only if the request is for a medical service/item. This occurs if the member requests an extension, or if the extension is justified due to the need for additional information and HealthSun documents how the delay is in the interest of the enrollee.

Expedited Organization Determination Request:

All requests submitted and labeled as "ASAP", "Urgent", "STAT", "Expedited", or other language indicating urgency will be treated as an expedited request. HealthSun will make a determination and notify the member and/or member's representative, PCP, and/or treating provider/facility of its determination as expeditiously as the member's health condition requires, but no later than 72 hours after receiving the request for an expedited organization determination for a medical service/item. If the request involves a prescription drug, the expedited processing timeframe is 24 hours.

It is HealthSun's Policy that the Chief Medical Officer and/or Medical Director make the final determination prior to an adverse determination (or denial) being issued for a service.

It is important to note; if a member disagrees with a practitioner's decision to decline and/or to provide a service that the member has requested, or offers alternative services, this is not an organization determination but rather a treatment decision. However, if a practitioner reduces or prematurely discontinues a previously authorized service/course of treatment, this would be considered an organization determination as defined by CMS and would require the provider notify HealthSun to issue a denial notice. In addition, the member always has the right to request an organization determination on his or her own behalf.

Peer-to-Peer

If a medical necessity decision results in an adverse determination, the practitioner may discuss the denial decision with a Medical Director through the request of peer-to-peer. Note, any peer-to-peer discussion that occurs after an adverse determination is informational only. Adverse determinations will not be changed based solely on the discussion. Any reconsiderations must proceed through the formal appeals process. For additional information, to speak to the Medical Director, or to obtain UM criteria, contact the Customer Services department.

Please note HealthSun members may participate in clinical research studies also called clinical trials. However, not all clinical research studies are open to members of our plan. Medicare first needs to approve the research study. HealthSun will review clinical guidelines to determine eligibility for the coverage. If a member chooses to participate in a study that Medicare has not approved, members may be responsible for paying all costs for their participation in the study.

In-Network Providers

HealthSun members must be referred by the PCPs or Specialists to in-network providers/participating providers, except when services cannot be provided by one of HealthSun's in-network providers. Authorization is required and must be provided by HealthSun

Emergency Services

HealthSun does not require referrals or prior authorizations for emergency services. If a member is seen in an emergency department and the PCP is notified, it is then the responsibility of the PCP to schedule a timely follow-up visit in his/her office.

Routine Transportation Authorization Process

HealthSun members may contact the HealthSun Member Services Department to coordinate Non-Emergency Transportation Services (NEMT) to schedule transportation services.

If an authorization request is received for NEMT services outside of the member's region or service area, the NEMT transportation services will be provided if the covered service(s) to be provided out of the region/service area has been authorized by the Plan.

Prior authorization is required for NEMT services and will be required for transfers between institutions or transfer to home from a facility following an inpatient discharge.

Physician Responsibilities for Admissions

It is ultimately the admitting physician's responsibility to obtain authorization for services specified in this section and to provide the necessary clinical and patient information to process authorization requests. Although any physician participating in an admission, either directly or through consultation, may supply pre-authorization information, ultimate accountability for this authorization falls to the physician requesting the elective admission.

Inpatient Admissions

How to Obtain Pre-Authorization

Pre-certification requests are accepted from either a PCP or a specialist. Elective services require authorization *before* delivery of the service or admission. The Medical Management Department must be contacted 72 hours prior to the elective admission. Contact HealthSun for pre-certification by calling, e-mailing, or faxing to the Medical Management Department.

During the pre-authorization process, the Medical Management Department will:

- Verify the status of the member's eligibility and benefits.
- Verify what services will be performed, and if the services are to be performed by a participating, in-network provider.
- For inpatient admissions, determine if the admitting diagnosis, clinical information, and treatment plan are presented.
- For inpatient admissions, review admission request against medical appropriateness criteria and health management guidelines.
- For inpatient admissions, assign an estimated length of stay (ELOS).
- Provision of pre-authorization by HealthSun for a specific service is not a guarantee of payment. Payment is subject to continuing member eligibility at the time the service is rendered.

Information Required for Inpatient Pre-Authorization

- Member name, date of birth, HealthSun ID #
- Facility name to provide service
- Expected date of admission/procedure (if date changes, notify

- Health Plan)
- Diagnosis (or a clear statement of the problem)
- Procedure code number or description
- Pertinent clinical information (a clear, concise description of the work-up, pertinent lab, X-ray, or other test data, and any other pertinent information reasonably providing justification for the requested services)
- Expected length of stay
- Bed Type (In-Patient or Outpatient)
- Anticipated discharge needs
- Treatment plan
- Other carrier information

Elective Service Pre-Authorization Lead Time Requirements

For non-emergent elective admissions and procedures, contact HealthSun at least three (3) working days before the planned service or admission. This will allow for enough time for the HealthSun staff to verify benefits and process the pre-certification request utilizing a pro-active approach in attempting to identify potential care management needs of the member pre- and post-hospitalization and implement an interventional plan of care.

Failure to meet the lead times specified for elective admissions or procedures may result in HealthSun's inability to approve the procedure or admission for the original scheduled date. Late requests for authorization for elective services that do not meet the lead time requirements will not be given priority, will not be treated as emergencies, and will not be approved on a priority basis.

Emergency Admissions and Direct Admissions

It is the responsibility of the admitting facility and/or provider to contact HealthSun's Medical Management Department within 24 hours or the next business day of any emergency or direct admission. The admission must be submitted via the "Admission Notification" provider portal <https://provider.healthsun.com/data/UMNotificationForm>. When the hospital emergency department, PCP, or Specialist office notifies HealthSun of an emergent hospital admission, the HealthSun staff will verify eligibility and determine benefit coverage. A determination to approve the admission or deny, based on clinical information, will be made in a timely manner.

If the admission is approved, an authorization number will be provided with the total number of days authorized. If the admission is not authorized, the member, requesting facility, attending provider, and the PCP will be notified of the decision with the right to appeal.

Failure to contact HealthSun about an emergency or direct admission may result in the delay of payment for services.

Concurrent Review of Inpatient Admissions

HealthSun will monitor the course of inpatient care services received by a member. A HealthSun Concurrent Reviewer will conduct regular concurrent reviews of the hospital medical record either by on-site review at the hospital or by telephonic review to determine the authorization for continued length of stay. The facility will be notified regularly of the continued authorized length of stay.

In the event additional continued stay is not authorized; the member, facility, attending provider, and the PCP will be notified by HealthSun.

The HealthSun Concurrent Reviewer will review the medical information at regular intervals. The Concurrent Reviewer will also be responsible to work with the attending provider, the hospital case management/discharge staff, the patient and/or family, and the PCP to discuss any discharge planning needs. The Concurrent Reviewer may verify the member's PCPs name, address, telephone number, and encourage a post-hospitalization follow-up appointment with the PCP.

The Concurrent Review Nurse may also conduct any of the following:

- Review of member's clinical notes
- Communicate with the member/guardian/proxy
- Discuss the case with the hospital UM staff
- Speak directly to the admitting physician or facility designated staff regarding the progress of the case
- Identify discharge or alternative care needs
- Assist the facility, physician, and/or member with post-facility care arrangements, coverage information, benefit information, etc.

If during the course of the review, the Concurrent Review Nurse determines, based on established guidelines, that the available documentation indicates the patient can be transitioned to a lower level of care, the attending physician will be contacted to discuss the justification of any continued services and possible alternatives. The Concurrent Review Nurse, in collaboration with the HealthSun Medical Director, may reduce the authorized level of services and notify the attending physician of the same, and suggest appropriate alternatives to current services.

If the attending physician disagrees with the HealthSun determination regarding denial of continued services, he or she may request a further review by the HealthSun Medical Director for a Peer-to-Peer review.

(In addition, please refer to the Grievance and Appeals Section of this Manual "*Appeal Procedure for Adverse Determinations*")

Provider Complaints and Grievance Procedures

Participating providers may submit an informal complaint to HealthSun to express dissatisfaction with the plan. This usually involves a denied claim but may include other complaints such as a contractual dispute, fee schedule issues or other general plan dissatisfactions.

If a provider has a grievance, complaint, or other situation regarding any aspect of HealthSun operations, the provider should first contact their designated Provider Service Representative to discuss the matter. In the event a provider wishes to submit a formal grievance regarding any issue described above, the provider must document in writing the circumstances of the concern and forward it to their designated Provider Service Representative at:

HEALTHSUN HEALTH PLANS, INC.

**11430 NW 20th street, Suite #300
Miami, FL 33172**

Attention: Provider Operations Department

The letter will be reviewed by the Provider Operations Department and other plan departments as required in order to make a determination or provide resolution. A response will be sent within 60 days after receipt of the letter. The response will provide the appropriate next steps should the resolution not be favorable to the provider.

Initial Grievance

Any Provider who has a grievance against HealthSun Health Plans may call the Provider Operations Department Monday through Friday, 8:00 a.m. to 5:00 p.m. EST. They will assist the Provider in taking the information and collecting all the necessary documents needed to resolve the grievance.

These grievance procedures will not apply to the cases submitted by agencies like the Department of Insurance (DOI) since the deadlines given by such agencies will be followed.

Formal Grievance Procedures

1. Formal grievances shall be facilitated by the Provider Operations Department who will coordinate with other departments involved with complainant's concerns.
2. All medical issues shall be reviewed confidentially by the HealthSun Health Plans Medical Department (Medical Records are secured either in the Utilization Management Department or with the Provider Operations Department and are only available to appropriate HealthSun staff). For medically related grievances, at least one other physician shall be included.
3. A resolution to the Provider's grievance shall be due within the 60-day period from the receipt of the Formal Grievance, except when information is needed by non-par Providers or Providers outside of the HealthSun service area. In such cases, this period may be extended by another 30 days, if necessary. The complainant shall be advised in writing of such 30-day extension. The time limitations requiring completion of the grievance process within 60 days shall be tolled after HealthSun has notified the complainant in writing that additional

information is required in order to properly complete review of the complaint. Upon receipt of the additional information required, the time for completion of the grievance process shall resume. HealthSun will communicate with the complainant during the formal grievance process.

4. A resolution letter including Formal Grievance decision and Provider's next level of rights (Committee Hearing Rights) will be sent to the Provider via certified mail. The complainant always has the right to appeal to the Plan, Agency and the Statewide Provider and Subscriber Assistance Panel. HealthSun shall provide to the complainant written notice of the right to appeal upon completion of the full grievance procedure and supply the Agency with a copy of the final decision letter. If HealthSun is unable to resolve the grievance to the complainant's satisfaction, the complainant is provided written notice of his/her rights to appeal HealthSun's grievance decision to AHCA/Bureau of Managed Health Care, P.O. Box 12800, Tallahassee, Florida 32317-2800, and the Statewide Provider and Subscriber Assistance Panel for further review.
5. All grievance cases opened/closed are secured with the Provider Operations Department.
6. A Provider has 10 days from the receipt of the Formal Grievance Decision Letter to request a Grievance Committee Hearing if not satisfied with the Formal Grievance Decision.
7. Grievance Hearing Request is acknowledged in writing to the complainant within five calendar days of receipt via certified mail. A tentative date and time are agreed upon with the complainant.
8. The Grievance Committee meets on an as-needed basis and discusses unresolved grievances.
9. If a grievance involves a medical issue requiring medical records from out of the service area or information from a non-contracted Provider, a 30-day extension is automatically granted to gather the necessary information. The Provider is notified promptly of this extension.
10. The Grievance Committee shall meet prior to the scheduled hearing to discuss their findings and resolution. If the grievance involves a mental health issue, appropriate staff from the Plan's behavioral health provider will be in attendance at the Committee Hearing. Medical related grievances will include at least one other physician.
11. The Committee and Provider shall meet at the scheduled hearing time to discuss their concerns regarding the case. Meeting notes shall be taken by the Provider Operations Department. The Provider shall be advised that HealthSun will issue a formal written response via certified mail.
12. After the Committee arrives at a decision, the Provider/complainant shall be notified of the decision via a formal written response. The Provider shall be offered the next level of rights (Address of the Agency for Health Care Administration will be given to the Provider if he/she chooses to appeal the Committee's decision).

13. HealthSun shall maintain an accurate record of each formal grievance. Each record shall include the following:

- I.
 - a. A complete description of the grievance
 - b. Complainant's name and address
 - c. HealthSun Health Plans' address

- II.
 - a. A complete description of factual findings and conclusions after the completion of the full formal grievance process.
 - b. A complete description of the Plan's conclusions pertaining to the grievance as well as the Plan's final disposition of the grievance.
 - c. A statement is sent to the Provider regarding the current level of grievance and the remaining levels of appeal available to the Provider.

Please address all Formal Grievances to:

HEALTHSUN HEALTH PLANS, INC.
Attn: Provider Operations Grievance Department
11430 NW 20th Street, Suite #300
Miami, FL 33172

These grievance procedures will not apply to the cases submitted by agencies like the Department of Insurance (DOI) since the deadlines given by such agencies will be followed.

Member Complaint, Grievances and Appeals

Participating Providers must respond to the HealthSun Grievance and Appeals Department expeditiously with submission of the required medical records to comply with timeframes established by CMS and/or the State Department of Insurance for the processing of grievances and appeals. Only those records for the period designated on the request should be sent. A copy of the request letter should be submitted with the copy of the record. To be compliant with HIPAA, Providers should make reasonable efforts to restrict access and limit routine disclosure of protected health information (PHI) to the minimum necessary to accomplish the intended purpose of the disclosure of member information. Furthermore, Providers are also required to comply with final determination made by the Plan, CMS, local Independent Review Organization (IRE), or other governmental agency according to the timeframe set forth by CMS.

Member Grievance Process

HealthSun members have 60 calendar days from the date of occurrence to file a formal grievance to the health plan.

Any member who has a grievance against HealthSun or its providers for any matter may submit an oral or a written statement of the grievance to HealthSun. A grievance form may be requested from the Member Services or the Grievance and Appeals Department.

The written statement or Grievance Form must be forwarded to the HealthSun Grievance and Appeals Department at the following address or fax number:

HEALTHSUN HEALTH PLANS, INC.

**Attn: Grievance Department
11430 NW 20th Street, Suite #300
Miami, FL 33172**

Fax: 1-877-589-3256

Grievances will be resolved in accordance with the Medicare Managed Care Manual mandated by CMS.

HealthSun members will be referred to Acentra Health, Florida's Quality Improvement Organization (QIO), should the grievance be related to the quality of care or service from the plan or its providers. HealthSun member's may also send inquiries or call Acentra Health directly at the following:

**Acentra Health
5201 West Kennedy Blvd.,
Suite 900
Tampa, Florida 33609
Telephone: (877) 317-0751**

Medicare Reconsideration (Appeals)

A Reconsideration (Appeal) is a written or verbal request by a member, his/her legal guardian, authorized representative, or power of attorney requesting the review of a service previously denied by the plan. A physician who is providing treatment to a member, upon providing notice to the member, may request an expedited or standard pre-service reconsideration on the member's behalf without having been appointed as the member's authorized representative.

To reconsider the Plan's Initial Determination to authorize a service, a request for reconsideration must be received within sixty (65) calendar days from the date of the initial determination. A decision for a reconsideration will be reviewed as expeditiously as the member's health condition requires, but no later than 72 hours (when applying the standard timeframe could seriously jeopardize the member's life, health, or ability to regain maximum function); and thirty (30) calendar days for standard pre-service requests.

Member Quality of Care Investigations

The Grievance and Appeals (G&A) department develops, maintains, and implements policies and procedures for identifying, reporting, and evaluating potential quality of care (QOC) concerns or sentinel events involving HealthSun members. This includes cases reviewed as the result of a

grievance submitted by members and potential quality issues (PQI) reviewed as the result of a referral received from a HealthSun clinical associate. The Potential Quality issues are received through the intranet at the Risk Management Department and then forwarded to the clinical personnel for review to determine the level of severity. All HealthSun associates who may encounter clinical care/service concerns or sentinel events are informed of these policies.

Quality of Care Grievances: A complaint where a member perceives that their health is adversely affected as a result of the omission, commission, breach, or violation in standard of care, or not satisfied with the quality of care received by a physician, facility, healthcare provider, or a Medicare health plan. The member or member’s representative can file this complaint through the health plan’s grievance process or through the QIO. The QIO must determine if the quality of services (including both inpatient and outpatient services) provided by the Medicare health plan, physicians, or facility meets the appropriate standards.

QOC Classification and Point System: The point system below will be used to determine trends, patterns, and will be used in the re-credentialing process.

Quality of Care		
Level	Points Assigned	Description
C-0	0	Predictable/unpredictable occurrence within the standard of care. Recognized medical or surgical complication that may occur in the absence of negligence and without a QOC concern. No quality of care issue found to exist (example, unexpected adverse reaction to a medication).
C-1	5	The issue is identified as a quality of care (QOC) issue but there was no realized adverse impact on the member based on the omission, commission, breach in medical care or administrative procedures not associated with standards of care, or an error. C1-P*) Recognized Medical or Surgical complication that may occur in the absence of negligence and without QOC concern. C1-A**) Communication, administrative, or documentation issue that adversely affected the care rendered.
C-2	10	The grievance found to be a quality of care (QOC) issue where the member had an unexpected outcome as a result of the omission, commission, breach in medical care or administrative procedures not associated with the standards of care, or an error where there was a significant chance of a serious adverse outcome but there was no lasting or permanent effect.
C-3	25	The grievance is determined to be a quality of care (QOC) where the member had an unexpected outcome or sentinel events involving as

Quality of Care		
Level	Points Assigned	Description
		the result of the omission, commission, or error and there was death or serious physical injury or illness, including loss of limb or function, not related to the natural course of the member's illness or underlying condition or permanent and/or lasting effect.
C-D**	20	Failure of a practitioner/provider to respond to a member Grievance regarding a clinical issue despite two requests per internal guidelines or failure to submit the Action Plan requested because of a confirmed QOC issue.

*P-Provider. **A-Administrative. ***D-Documentation.

Quality of Care and Service Trend Parameters

The following accumulation of QOC cases with severity levels and points, or any combination of cases totaling 20 points or more during any 12 months will be subject to trend analysis:

- 10 cases with a leveling of C-0
- 4 cases with a leveling of C-1
- 2 cases with a leveling of C-2
- 1 case with a leveling of C-3 (automatic referral to the applicable Peer Review Committee)
- 2 Cases with a leveling of D

A 12-month cumulative level report is generated monthly and reviewed by a G&A clinical associate for trend identification. Four similar complaints constitute a trend.

The Quality Improvement Department and the Medical Director will determine if further action is warranted, such as the need for a corrective action plan, or referral to the appropriate committee for further review and action, as appropriate.

A provider who does not submit the corrective action plan by the deadline or who does not comply with the terms of the corrective action plan will be referred to the Credentialing Committee for further action, which may include termination from the network.

Part D Coverage Determination, Exceptions and Appeals Process

Short Decision-Making Timeframes

CMS has directed every prescription drug plan to respond to requests without delay. Plans must communicate decisions on initial coverage determinations no later than 24 hours after receiving an expedited request, or 72 hours after receiving a standard request. If a physician or other prescriber requests a coverage determination on behalf of an enrollee, the physician will receive notice of the plan's decision. If the plan fails to meet the timeframe, the case goes to an Independent Review Entity (IRE) under contract with CMS for a decision on the case. The independent review entity is commonly referred to as the Part D qualified independent contractor (Part D QIC).

Requests Made by Physicians or other Prescribers

As indicated in §10.5, an enrollee's prescribing physician or other prescriber may request a coverage determination, redetermination, or IRE reconsideration on an enrollee's behalf, but is prohibited from requesting a higher appeal without being the enrollee's representative. If the IRE issues an adverse decision, the enrollee's physician or other prescriber must become the enrollee's representative, as indicated in §10.4, to file any further appeal on the enrollee's behalf (i.e., the physician or other prescriber would be responsible for becoming the enrollee's representative and submitting the proper representation documentation with the appeal request).

Physicians or other Prescribers Supporting Statements

Prescribing physicians or other prescribers have an important role in the exceptions process. Whenever an enrollee requests a Prior Authorization for a drug, the prescribing physician or other prescriber must provide Part D Services Department with an oral or written statement to support the exception request. The Plan's timeframe for making a decision on an exception request does not begin until the prescribing physician's supporting statement is received by the Plan.

Enrollee's Appeal Rights

If a member does not agree with initial coverage determination decision made by Plan, the enrollee has the right to appeal. As indicated in §10.5, an enrollee's prescribing physician or other prescriber may request a redetermination or IRE reconsideration on an enrollee's behalf without providing a form of representation. However, the Plan will require the prescribing physician or other prescriber to submit a representation form for redetermination payment appeals. In addition, if a request is received by someone other than the enrollee that does not include the prescribing physician or other prescriber, then the plan will require a representation form.

The enrollee, prescribing physician, other prescriber, or legal representative may request any of the following types of appeals:

- 72 hours - Expedited Appeal
- 7 calendar days - Benefit Appeal
- 14 calendar days - Payment Appeal

If the Plan issues an adverse redetermination, the member will receive a notice, which includes information on how to request the next level reconsideration by the Part D QIC. Detailed information can be found in the member's Evidence of Coverage. All appeal inquiries may be made to the Appeals Department at 1-877-207-4900 or via fax at 1-888-589-3256.

Medicare Risk Adjustment and Coding

The HealthSun Health Plan Risk Adjustment (RA) Coding Analyst/Coders purpose

The HealthSun Health Plan has established a team of RA analysts/coders to review medical records and assist the provider in documenting each condition to the highest level of specificity to accurately reflect the patient's true health status at the time of the encounter.

Risk Adjustment and Data Submission

Risk adjustment is the process used by CMS to adjust the payments made to Medicare Advantage Organizations (MAOs) based on the collective health status of the MAO's members. Risk adjustment was implemented to pay MAOs more accurately for the predicted health cost expenditures of members by adjusting payments based on demographics (age and gender) as well as health status. Diagnosis data collected from encounter and claims data is required to be submitted by the MAO to CMS for purposes of risk adjustment. Because CMS requires that MAOs submit "all ICD-10 codes for each beneficiary", Elevance Health/HealthSun also collects diagnosis data from the members' medical records created and maintained by the provider.

Under the CMS risk adjustment model, the MAO is permitted to submit diagnosis data from face-to-face encounters (in-person or via telehealth, using a real-time interactive audio and video system) only. These encounters must meet all other criteria for risk adjustment eligibility which include, but are not limited to, being from an allowable inpatient, outpatient, or professional service rendered by an acceptable physician specialty/provider type.

Risk Adjustment Data Validation (RADV) Audits

As part of the risk adjustment process, CMS will perform RADV audits in order to validate the MA members' diagnosis data that was previously submitted by the MAO. These audits are typically performed once a year. If the MAO is selected by CMS to participate in a RADV audit, the MAO and the providers that treated the MA members included in the audit will be required to submit medical records to validate the diagnosis data previously submitted.

Other Risk Adjustment Documentation Reviews and Audits

Providers may be required to submit medical records to Elevance Health/HealthSun for purposes of provider documentation and coding reviews and/or audits. Elevance Health may also engage with providers regarding education and/or remediation to support submission of diagnosis code data that is truthful, accurate, and complete based on best knowledge, information, and belief. Based on the outcome of such documentation and coding reviews and/or audits, providers will be asked and are expected to participate in education and/or remediation.

ICD-10-CM Codes

CMS requires that providers currently use the ICD-10-CM Codes (ICD-10 Codes) and coding practices for Medicare Advantage business. In all cases, the medical record documentation must support the ICD-10 Codes selected and substantiate that proper coding guidelines were followed by the provider. For example, in accordance with the guidelines, it is important for providers to code all conditions that coexist at the time of an encounter and that require or affect patient care or treatment. In addition, coding guidelines require that the provider code to the highest level of specificity which includes fully documenting the patient's diagnosis.

Medical Record Documentation Requirements (Risk Adjustment)

Medical records significantly impact risk adjustment because:

- They are a valuable source of diagnosis data;
- They dictate what ICD-10 Code is assigned;
- They are used to validate diagnosis data that was previously provided to CMS by the MAO.

Because of this, the provider plays an extremely important role in ensuring that the best documentation practices are established.

CMS record documentation requirements include:

- Patient's name and date of birth should appear on all pages of record.
- The date of service should be clearly documented for each encounter.
- Patient's condition(s) should be clearly documented in record.
- The documentation must show that the condition was monitored, evaluated, assessed/addressed, or treated (MEAT).
- The documentation describing the condition and MEAT must be legible.
- The documentation must be clear, concise, complete and specific.
- When using abbreviations, only standard and appropriate abbreviations should be used. Because some abbreviations have multiple meanings, the abbreviation that is appropriate for the context in which it is being used should be applied.
- Provider's signature, credentials and date must appear on the record and must be legible.

Medicare Risk Adjustment (MRA): Training and Education

Training and education is an essential part of every compliance program; and this is true of HealthSun's MRA compliance program. To help HealthSun, the Delivery Network and its wholly owned subsidiaries meet this requirement, HealthSun's Compliance team requires that all Providers, practitioners, and facilities complete appropriate Compliance and Medicare Risk Adjustment training to help ensure all

Providers, practitioners, and facilities are prepared to perform the work functions assigned to them in a manner that complies with MRA rules and CMS regulations.

- Regular and required training:
 - Make available onboarding training and regular retraining for Providers, Coders and staff, as applicable.
 - Conduct training at least annually and following audits for Providers, Coders and staff, as applicable.
 - Review education and training materials at least annually and update as needed.
 - Engage certified HealthSun coding educators.
- Certifications:
 - Providers should hire certified coders to perform coding activities.
 - Coders should participate in continuing education (for staff who perform MRA coding, auditing and/or training).
 - Coders must complete minimum amount of continuing education units to maintain certification.

Leverage HealthSun educators and training materials at <https://healthsun.com/providers>

Claims and Encounters

General Claims Information

HealthSun Health Plans Claims Department adheres to prompt payment laws as specified in the Centers of Medicare and Medicaid Services (CMS) regulations and Florida Statute 641.3155.

Clean Claim Definition

A clean claim is one that has no defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment. Clean claims must be processed within 30 days of receipt.

To meet the HealthSun definition of a "clean claim", a provider must:

- Complete all required fields with accurate and valid information on a CMS-1500 or UB-04, or as required for electronic submission in accordance with the Medicare Claims Processing Manual.
 - Medicare Claims Processing Manual, Chapter 25, Completing and Processing the Form CMS-1450 (UB-04) Data Set <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/clm104c25.pdf>
 - Medicare Claims Processing Manual, Chapter 26 – Completing and Processing Form CMS-1500 Data Set <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/clm104c26pdf.pdf>
- Include any additional data elements (i.e., copy of the Referral Form, Pre-Certification Form, medical documentation) required by HealthSun as specified in this manual or other official notices from HealthSun issued from time to time for claims.
- Include any primary payer's Explanation of Payment (EOP) or payment voucher showing the amount paid by the third party if the member is covered by another insurance or HMO carrier other than HealthSun.
- Indicate services which are provided consistent with any referrals or authorizations necessary as directed by HealthSun.
- File the claim in a timely fashion in accordance with the provider contract.
- Maintain a valid written assignment of benefits from the member on file. This will serve as evidence that the provider is entitled to payment for service. Healthsun Health Plans reserves the right to review the original signed assignment document at any time.
- Itemize charges accordingly.

- Validate the scope of services provided and billed through medical records documentation.

Other/Unclean Claim Definition

An other/unclean claim is defined as an incomplete claim, a claim that is missing any of the above information, or a claim that has been suspended in order to get more information from the provider in order to make an organization determination. An other/unclean claim must be processed within 60 days of receipt.

If a claim is submitted as incomplete or with inaccurate information, we may reject the claim, delay processing, or make a payment determination (i.e. denial, reduced payment) that may be adjusted later when complete information is obtained.

Provider acknowledges and agrees that no reimbursement is due for a covered service unless performance of that covered service is fully and accurately documented in the member's medical record prior to the initial submission of any claim. Furthermore, provider acknowledges and agrees that at no time shall members be responsible for any payments to provider except for applicable copayments, coinsurance, deductibles, and non-covered services provided to such members. Notification that a service is not a covered benefit must be provided to the Member prior to the service and be consistent with HealthSun policy, in order for the Member to be held financially responsible. HealthSun policy requires that the notification include the date and description of the service, name and signature of the Member, name and signature of the Provider, and be in at least 12-point font. Documentation of that pre-service notification shall be provided to HealthSun or its designee upon request to substantiate Member appeals. In addition, consistent with current Medicare policy for non-covered services, HealthSun will not issue payment for a particular surgical or other invasive procedure to treat a particular medical condition when the practitioner erroneously performs:

- a. A different procedure altogether
- b. The correct procedure but on the wrong body part
- c. The correct procedure but on the wrong patient.

HealthSun will also not cover hospitalizations and other services related to these non-covered procedures.

Claims must be submitted to the correct address. For information on where to send your claims, please refer to the "Key Contact List" at the beginning of this manual. The member's HealthSun ID card will also list the claims address. Submitting claims to the incorrect address will result in delay of processing. All claims for payment, whether electronic or non-electronic must be submitted within the timeframe stipulated in the HealthSun agreement.

Claim status may be obtained by contacting the Provider Help Line at 1-877-999-7776, Monday through Friday between 8:00 am and 5:00 pm, or logging into the Provider Portal. See the "HealthSun Key Contact List" section of this manual for portal registration instructions.

Providers are encouraged to submit claims and/or encounters electronically. If you are not currently submitting electronically, contact your Provider Operations Representative or the Provider Help Line at 1-877-999-7776.

Electronic Claims and Encounters

Submission:

HealthSun accepts electronic claims and encounters (837P and 837I). Our Payer ID is HESUN. If you need assistance with setting up electronic claim submission, please contact your EDI clearinghouse or your HealthSun Provider Operations representative at 305-448--8100.

Validating Electronic Claims and Notices of Receipt

The contracted clearinghouse edits electronic claims received for file format and required fields. The clearinghouse performs validation of the Provider's claim information. The clearinghouse will send the provider a rejection notice for the claim or the claim batch indicating whether the claim or batch were rejected.

Rejected claims and/or batches are the responsibility of the provider to correct and resubmit. The clearinghouse confirmation notices will not serve to support any claims appeals to HealthSun should one become necessary (i.e., for filing deadlines).

Each claim will either be accepted or rejected in its entirety, not on a line-by-line basis, based upon information provided in the service lines. HealthSun will provide a confirmation report to the clearinghouse of both accepted and rejected claims.

Claims for services filed electronically should not also be filed on paper. This creates a duplicate claim. Disputes to previously processed electronic claims should be submitted to the Audit and Recovery Department on paper, not submitted electronically as a new claim.

Transmission Frequency

Electronic claims can be transmitted daily; however, claims transmitted on Saturday and Sunday are not downloaded into HealthSun claims processing system until the following business day.

The unique HealthSun Provider ID number is required on electronically (and paper) submitted claims. Contact your Provider Operations Representative if you need to verify your assigned HealthSun Provider ID.

Provider Identification (ID) Number Requirements

The nine (9)-digit Federal Tax ID number and your National Provider Identifier (NPI) number will be required on all claims submitted to HealthSun.

Failure to place the Tax ID number or your NPI number on a claim or submitting a claim with a wrong number will cause the claim to be denied or to be considered deficient and to be returned. Resubmission with the correct Tax ID and NPI number will be required for claims processing.

Paper Claims Submission

General Requirements

HealthSun requires paper claims to be filed on a CMS-1500 or UB-04 form with accurate and valid information. All required sections of the CMS-1500 or UB-04 must be completed. Paper claims received on non-standard claim forms will be returned to the provider for resubmission on the appropriate claim form.

HealthSun will not accept super-bills or similar submissions as valid claims. Preferably, claims should be computer generated or typed.

Claim Signature Requirements

When filing a paper claim, the physician or provider's handwritten signature (or signature stamp) must be in the appropriate block of the claim form (box 31).

Providers delegating signature authority to office staff or to a billing service remain responsible for the accuracy of all information on a claim submitted for payment.

Initials are only acceptable for first and middle names for corrected claims that were previously signed off by the physician. The last name must be spelled out.

Claims prepared by computer billing services or office-based computers may have "Signature on File" in the signature block along with the printed name of the provider. For claims prepared by a billing service, the billing service must retain a letter on file from the provider authorizing the service.

Optical Character Recognition (OCR)

HealthSun utilizes optical character recognition of paper claims to improve the accuracy and efficiency of processing the claims. Providers are encouraged to file claims that meet the elements required to enable scanning. Failure to do so results in delays in claims processing.

Do's and Don'ts pertaining to the quality of paper claims submission.

Paper Claim Submission Do's	Don'ts
Use original claim forms	Don't submit a copy of the original form. Do print a new claim on an original claim form.
Use black ink for data entered on the claim form	Don't use red ink - this ink color cannot be "read" by the OCR system
Print/type data on claims	Don't use mixed fonts on the same form
Make sure data prints within the defined boxes on the claim form.	Don't use dashes or slashes in date fields.

Paper Claim Submission Do's	Don'ts
Select a standard font with clear characters. Times Roman font works well	
Ensure print on claim/attachment is dark, clear, and legible. Photocopies and faxed copies with small print are often blurry and unreadable. Do circle information on attachments to identify critical criteria.	Don't highlight information on the claim- highlighting is not visible to the OCR system.
Use all capital letters	Don't use correction fluid
Use a laser printer for best results. Characters printed by dot matrix or impact printer may be difficult to "read" by OCR	Don't use proportional fonts (courier is a good example of a font that is not proportional)
Use white correction tape for corrections	Don't put notes on the top or bottom of the claim form
Submit notes on 8 "x 11" paper	Don't submit notes on Post Its
Do use the six or eight-digit date format (mmddy or mmddy)	
	Don't submit more than six lines on the CMS-
	Don't print slashes over the zeroes
	Don't submit handwritten forms

Where to Submit Paper Claims

For paper claims from physician and ancillary providers, mail to

HealthSun Health Plans Inc.

P.O. Box 211154

Eagan, MN 55121

Attention: Claims Department

If a provider wishes to have proof of receipt by individual claim, the provider must request this and must include a list of the exact claims enclosed in the package. The list should include the following information:

- Member Name
- Member ID

- Date(s) of Service
- Billed Amount Total

HealthSun will verify that the specifically listed claims are enclosed in the package and return confirmation to the provider via mail.

Providers will be responsible for completing the information on the CMS-1500 form within the time frame specified in their contract. The claims should include the following:

- Patient ID number (Box 1A)
- Patient name (Box 2)
- Patient DOB (Box 3)
- Patient address and telephone number (Box 5)
- Other insurance information (Box 9)
 - Insured name
 - Insurance name
 - Policy/ Group number
- Attach other insurance EOP to show payment or denial
- If patient's condition is related to: (Box 10)
 - Employment (Worker's Compensation)
 - Auto Accident
 - Other Accident
- Insured's Policy Group (Box 11)
- Patient Signature (Box 12 & 13)
- Date of current illness (Box 14)
- Dates of Patient unable to work (Box 16)
- Name of referring provider Box 17)
- Referring Provider NPI# (Box 17B)
- Hospitalization dates (Box 18)
- ICD-10 Diagnosis Code(s) (Box 21)
- Authorization number (Box 23)
- Date(s) of Service (Box 24A)
- Place of Service (Box 24B)
- CPT and HCPCS Codes. Modifiers when applicable (Box 24 D)
- Diagnosis code pointer (Box 24 E)
- Charges (Box 24F)
- Days or Units (Box 24G)
- Rendering Provider NPI (Box 24J)
- Federal Tax ID Number (Box 25)
- Patients account number-Optional (Box 26)
- Accept assignment - Y or N (Box 27)
- Total charge (Box 28)
- Amount paid (Box 29)
- Signature of Physician or supplier of service (Box 31)
- Service Facility location information (Box 32)
- Service Location NPI (Box 32A)
- Billing Provider Information (Box 33)
- Billing Providers NPI # (Box 33A)

Coordination of Benefits and Subrogation

As a participating provider with HealthSun we require that you notify the Plan of any third-party information you may have received and that you assist the Plan in complying with the Medicare Secondary Payer rules. In addition, if you are notified of a Medicare Set Aside Plan please notify the Plan immediately. You can contact the Plan's Provider Operations Department at 305- 448-8100 Ext. 10822

HealthSun is subject to the rules and regulations as defined by the Social Security Act and the CMS Medicare Secondary Payment (MSP) provision. Medicare Advantage Organizations are allowed four (4) provisions in which Medicare is considered a secondary payer.

1. Employer Group Health Plans (EGHP) and Large Group Health Plans (LGHP)
2. Liability Insurance Plans
3. No-fault Insurance Plans
4. Workers' Compensation Plans (WC)

Employer Group Health Plans (EGHP)

Policy: Coverage under a health plan offered by an employer in which a Medicare beneficiary is covered as:

1. An employee (age 65+) or
2. As a dependent under another subscriber (of any change) covered under such plan

NOTE: Medicare is the secondary payer for beneficiaries assigned to Medicare under the ESRD benefit for up to 30 months beginning when the individual becomes eligible for Medicare if the beneficiary was not otherwise eligible due to age or disability

Liability Insurance and No-Fault Insurance

Policy: Types of liability include, but are not limited to automobile liability, malpractice, homeowner's liability, product liability, and general casualty insurance. Medicare is considered the secondary payer to all liability and no-fault insurance providers.

Workers' Compensation (WC)

Policy: Medicare does not coordinate benefits with Workers Compensation payers. Workers' Compensation assumes full liability for the payment of items and services related to a claim meeting their coverage requirements.

When a Member has coverage, other than with HealthSun, which requires or permits coordination of benefits from a third-party payer in addition to HealthSun, HealthSun will coordinate its benefits with such other payer(s). In all cases, HealthSun will coordinate benefits payments in accordance with applicable laws and regulations and in accordance with the terms of its health benefits contracts. When permitted to do so by such laws and regulations and by its health benefits contracts, HealthSun will pay the lesser of:

- (i) the amount due under the prevailing agreement;
- (ii) the amount due under the prevailing agreement less the amount payable or to be paid by the other payer(s); or
- (iii) the difference between allowed billed charges and the amount paid by the other payer(s). In no event, however, will HealthSun, when its plan is a secondary payer, pay an amount, which, when combined with payments from the other payer(s), exceeds the rates set out in the prevailing agreement; provided, however, if Medicare is the primary payer, HealthSun will, to the extent required by applicable law, regulation or Center for Medicare/Medicaid Services (CMS) Office of Inspector General (OIG) guidance, pay the Provider an amount up to the amount HealthSun would have paid, if it had been primary, toward any applicable unpaid Medicare deductible or coinsurance.

Recovery: Provider and HealthSun agree to use reasonable efforts to determine the availability of other benefits, including other party liability, and to obtain any information or documentation required by HealthSun and Provider to facilitate coordination of such other benefits. Upon request by HealthSun Provider will provide HealthSun with a copy of any standard Provider forms used to obtain the necessary coordination of benefits information.

Members Enrolled in Hospice

When a Member enrolled in hospice receives care from your practice or facility, it is important that all the care be coordinated with their hospice physician. HealthSun enrolls Hospice members into a new group effective the 1st of the month, following election of hospice, and removes them from the group at the end of the month, if the Member terminates or revokes the hospice benefit. The Plan will continue to assist in coordination of the Member's care to the best of its ability, however, the payment process to provider's changes.

For Hospice diagnosis related care, providers need to bill the Medicare-approved hospice organization with which the patient is enrolled. For care not related to the hospice related diagnosis, that is a Medicare covered benefit, providers need to bill the Fiscal Intermediary or CMS directly. If a Member's hospice is revoked during a month, you must continue to bill the hospice organization or the Fiscal Intermediary for CMS through the end of that month. HealthSun is only responsible for additional benefits not covered by Medicare, (i.e. transportation, dental, etc.). Any claims received by HealthSun for Medicare-covered services that are not additional plan benefits, will be denied by the Plan.

When hospice services are requested by a Member, confirmed with the Centers for Medicare & Medicaid Services (CMS) and updated in the Plan's system, the Member is sent a new enrollment card reflecting a new group number beginning with RH*. This process may take time, depending on when the Hospice Form is received by CMS and when their system is updated.

Contact Information for the Fiscal Intermediary is as follows:

First Coast Service Options, Inc.

Medicare Part A: Provider Contact Center - (888) 664-4112

IVR System - (877) 602-8816

Medicare Part B: Provider Contact Center - (866) 454- 9007

IVR System - (877) 847-4992

Coding

HealthSun requires use of standard CPT, ICD-10, HCPCS and Revenue coding, unless otherwise directed by HealthSun as outlined in this Manual or Participating Provider contract.

Diagnosis codes should be billed with the highest degree of specificity to avoid claim denials.

New and Deleted Codes

Providers must bill for services using current CPT, ICD-10, HCPCS, Modifiers, and Revenue codes that are appropriate for the service provided. Annually, as CPT and HCPCS codes are added and deleted by the American Medical Association (AMA) and CMS listings of valid codes, HealthSun policy will be the following:

- New codes are accepted upon implementation date.
- Deleted codes are accepted up to the effectiveness in accordance to coding guidelines.
- HealthSun will only accept HIPAA approved code sets.

Unlisted Codes

HealthSun will accept a provider's use of an unlisted code only when the physician's/provider's contract with HealthSun specifically requires use of the unlisted code.

For unlisted supplies such as E1399, the claim should include a detailed description of the supply. The description can be written in detail on the claim form or provided as an attachment (i.e., a copy of the supply invoice) and the validated medical documentation.

If billing for an unlisted drug, physician/provider must include a detailed description, medical documentation and the dosage given.

If a claim is filed using an unlisted code and a valid code is available, unless specifically allowed by physician/provider contract, HealthSun will deny the service or supply and the claim for that service or supply will need to be re-filed by the physician or provider with the appropriate code.

Interim Bills

Interim bills will not be accepted for DRG or APC Claims. In order to properly adjudicate a claim paid on a Medicare Allowable basis, the patient must be discharged.

Itemized Statements

HealthSun Health Plans may require itemized statements as deemed necessary and appropriate.

Service Location Codes

HealthSun accepts valid CMS place of service codes. Consultations and professional services rendered in a hospital setting will be processed according to the level of care authorized and in accordance to Medicare Guidelines. Improper coding, including procedure and location coding may result in denial of the claim.

Reimbursement will also be made based on the applicable locality where service was rendered in accordance to Medicare Guidelines (i.e. Miami Dade County, Broward County, and Palm Beach County).

Inpatient Diagnosis-Related Group (DRG) Readmissions

Separate reimbursement may not be issued for claims that have been identified as readmission to the same hospital within 30 days of discharge for the same, similar, or related condition unless provider, federal, or CMS contracts and/or requirements indicate otherwise.

Exclusions:

Admissions for the medical treatment of:

- o Cancer
 - o Neonatal/newborn
 - o Obstetrical deliveries
 - o Behavioral health
 - o Rehabilitation care
 - o Sickle cell anemia
 - o Transplants
- ÿ Transfers from one acute care hospital to another
- ÿ Member discharge from the hospital against medical advice

Claims Filing Deadlines

Initial Claim Filing

Initial claims must be submitted within thirty (30) to one-hundred and eighty (180) days as stipulated in the HealthSun Provider agreement following the date on which the Covered Health Services were rendered, or for continuous Covered Health Services, for which one charge will be made. Claims not received at HealthSun within the period stipulated in the Provider agreement will be denied and are to be considered waived by the physician/provider. These services are not to be billed to the member for payment.

Hospitals should provide current insurance information to hospital-based physicians when available to allow those physicians to file claims to HealthSun in a timely manner.

Initial Claim Filing When There is Another Insurance

HealthSun payment as a secondary payer will not exceed the amount specified according to contract, less the primary payer's payment amount.

Corrected Claim Filing

Corrected claims must be received by HealthSun within one-hundred and eighty (180) days from the date of service, or date of discharge (hospital), unless otherwise stated in the HealthSun Provider agreement. Corrected claims not received within this timeframe will be denied and are to be considered waived by the physician/provider. These services are not to be billed to the member for payment.

Exceptions to the Filing Deadline

Providers who fail to meet the filing deadline may request reconsideration of their claim through the Claims Dispute process. HealthSun recognizes there are instances where extenuating circumstances may result in missing the filing deadline (e.g., theft or destruction of Physician's records, disability or death of Physician, complete system failure). In these instances, providers must submit a written dispute to the HealthSun Audit and Recovery Department/Claims Disputes. HealthSun may waive the filing deadlines at its sole discretion. Provider will need to evidence that the claim was filed within the allowable time.

NOTE: If an exception to the filing deadline is granted by HealthSun and multiple claims are involved, the physician/provider should submit all claims as a batch to the Audit and Recovery Department/Claims Disputes, at that time an adjustment will be done to the original submission. All requests for adjustments or appeals on contracts are to be submitted within 90 days from the date of receipt of denial and or underpayment.

Claims Disputes

Claims Dispute

If you believe, the Plan has not paid your services according to the terms of your provider agreement, or has denied payment for services already rendered, please submit a request to review. A copy of the Dispute Form is available on the HealthSun Health Plan's website:

https://healthsun.com/wp-content/uploads/2021/09/Provider-Dispute-Letter_Rev-09.2021.pdf

There are two types of submissions that are handled within the dispute process;

Provider Payment Dispute: The claim has been finalized but you disagree with the amount that you were paid.

Provider Administrative Plea: The claim has been finalized, but you disagree with the administrative denial that has been applied. An administrative denial is applied within the claims process when it is determined that the Provider failed to follow the terms and conditions of their contract. Examples of administrative denials are as follows; denials such as no Prior authorization or late notification.

A resolution will be rendered and communicated to the provider within 60 calendar days of your dispute receipt date. To submit a Dispute, please send the request via mail, e-mail or fax to the Audit and Recovery Department/Claims Disputes:

HealthSun Health Plans
Claims Disputes
11430 NW 20th street, Suite 300
Miami, FL 33172

Email: Claimsdispute@healthsun.com

E-Fax: 786-363-814

Program Integrity

HealthSun Health Plans reserves the right to audit all claims, itemized bills, and applicable medical records documentation for billing appropriateness and accuracy. If the audit identifies an overpayment, the Plan has the right to request a refund from the provider.

Overpayments include, but are not limited to, situations in which a Provider has been overpaid by HealthSun due to incorrect claims processing such as billing errors, ineligible members, or Coordination of Benefits. In the event of an overpayment, HealthSun will notify the Provider of the refund amount due in writing via mail. The Provider is responsible for immediately refunding to HealthSun the overpayment amount according to the instructions stated in the written notification. All providers have the right to dispute HealthSun Health Plans refund request in writing within 45 days of receipt of HealthSun Health Plans refund letter. If a refund or dispute has not been received within timeframe, HealthSun may recoup the outstanding amount due from any future payments. To submit an Overpayment Request Dispute, please send the request via mail, e-mail or fax to the Audit and Recovery Department:

HealthSun Health Plans
Program Integrity
11430 NW 20th Street, Suite 300
Miami, FL 33172

Email: AuditandRecovery@healthsun.com

E-Fax: 786-363-8144

Quality and Performance Ratings

HealthSun Health Plans would like Providers to understand the Measures and Rating System for the Quality and Performance Ratings. Below please find a brief explanation of this Program. HealthSun is strongly committed to providing high-quality care, benefits and programs that meet or exceed all CMS quality benchmarks. The structure and operations of the CMS star rating system ensures that pay-for-performance funding is used to protect or, in some cases, to increase benefits and to keep member premiums low.

The ratings are captured in the following areas:

- HEDIS
- HOS (Health Outcome Survey)
- CAHPS (Consumer Assessment of Health Care Provider and System)
- CMS Part C Measures
- CMS Part D Measures

We encourage our Providers to assist in meeting these goals by committing to the following:

- Encourage the member to obtain preventive screenings annually or when recommended.
- Identify noncompliant patients at the time of their appointment.
- Make sure that all encounters and claims are correct and with appropriate codes.
- Submit clinical data to HealthSun.
- Communicate clearly with the member and document the communication in the chart.

CMS Star Ratings

The Centers for Medicare & Medicaid Services (CMS) uses a five-star rating system to measure Medicare beneficiaries' experience with their health plans and the health care system. This rating system applies to all Medicare Advantage (MA) lines of business:

- Health Maintenance Organization (HMO),
- Preferred Provider Organization (PPO),
- Private Fee-for-Service (PFFS) and
- Prescription drug plans (PDP).

The scale ranges from one to five stars, where a rating of one star represents "poor" quality and five stars represents "excellent" quality. The program is a key component in financing health care benefits for MA plan enrollees. In addition, the ratings are posted on the CMS consumer website, www.medicare.gov, to give beneficiaries help in choosing among the MA plans offered in their area.

CMS Goals for the Five-star Rating System

- Implement provisions of the Affordable Care Act
- Clarify program requirements
- Strengthen beneficiary protections

- Strengthen CMS' ability to distinguish stronger health plans for participation in Medicare Parts C and D and to remove consistently poor performers

How Are Star Ratings Derived?

A health plan's rating is based on measures in five categories:

- Members' compliance with preventive care and screening recommendations
- Chronic condition management
- Plan responsiveness, access to care and overall quality
- Customer service complaints and appeals
- Clarity and accuracy of prescription drug information and pricing

Benefits to Providers

- Improved patient relations
- Improved health plan relations
- Increased awareness of patient safety issues
- Greater focus on preventive medicine and early disease detection
- Strong benefits to support chronic condition management

Benefits to Members

- Improved relations with their doctors
- Greater health plan focus on access to care
- Increased levels of customer service
- Greater focus on preventive services for peace of mind, early detection and health care that matches their individual needs

For More Information

To learn more about the CMS five-star quality rating system, visit

<https://www.cms.gov/medicare/provider-enrollment-and-certification/certificationandcompliance/fsqrs>

Healthcare Effectiveness Data and Information Set (HEDIS)[®]

HEDIS is a set of performance measures established by the National Committee for Quality Assurance (NCQA) for the managed care industry. Each year, HealthSun collects data from a randomly selected sample of members' medical records for HEDIS[®]. Medicare Advantage Plans are required to report their results annually to the Center for Medicare and Medicaid (CMS), NCQA, CMS and the Agency for Health Care Administration (AHCA) use this information to monitor the performance of health plans.

HEDIS® – Healthcare Effectiveness Data and Information Set

HEDIS contains 96 measures across six “domains” of care:

- Effectiveness of care (Quality)
- Access/availability of care
- Experience of care
- Utilization and Risk Adjusted Utilization
- Health Plan descriptive information
- Measures Reported Using Electronic Clinical Data Systems

As a Primary Care Physician, certain measures are indicative of your practice for preventive care and chronic condition management.

Preventive Screening Measures:

- **Breast Cancer Screening** - Female members 40-69 years old who had a mammogram during the measurement year or prior year
- **Colorectal Cancer Screening** –Members 50-75 years old who had an appropriate screening for colorectal cancer. Documentation must include one of the following:
 - **Fecal Occult Blood Testing** (either guaiac or immunochemical) testing during measurement year
 - **Flexible sigmoidoscopy** during the measurement year or 4 years prior to the measurement year
 - **Colonoscopy** during the measurement year or nine years prior to the measurement year.
 - **CT colonography** during the measurement year or the four years prior to the measurement year
 - **FIT-DNA test** during the measurement year or the two years prior to the measurement year.

- **Care of Older Adults** – The percentage of adults 66 years and older who had each of the following during the measurement year:
 - Medication review.
 - Functional status assessment.
 - Pain assessment.

Respiratory Condition Measures

- **Use of Spirometry testing in the Assessment & Diagnosis of Chronic Obstructive Pulmonary Disease (COPD)** – Members 40 years old and older with a new diagnosis or newly active COPD disease who received appropriate spirometry testing to confirm the diagnosis.
- **Pharmacotherapy Management of COPD Exacerbation** – The percentage of COPD exacerbations for members 40 years and older who had an acute inpatient discharge or ED encounter and were dispensed appropriate medications (systemic corticosteroid within 14 days of event or bronchodilator within 30 days of event)

Cardiovascular Measures

- **Controlling High Blood Pressure** – Members 18-85 years of age who had a diagnosis of hypertension (HTN) and whose blood pressure was adequately controlled (<140/90) during the measurement year.
- **Persistence of Beta-Blocker Treatment after a Heart Attack** - The percentage of members 18 years of age and older during the measurement year who were hospitalized and discharged alive from July 1 of the year prior to the measurement year to June 30 of the measurement year with a diagnosis of Acute Myocardial Infarction (AMI) and who received persistent beta-blocker treatment for 6 months after discharge.
- **Statin Therapy for Patients with Cardiovascular Disease** - The percentage of males 21–75 years of age and females 40–75 years of age during the measurement year, who were identified as having clinical atherosclerotic cardiovascular disease (ASCVD) and were dispensed at least one high-intensity or moderate-intensity statin medication during the measurement year and remained on a high-intensity or moderate-intensity statin medication for at least 80% of the treatment period.
- **Cardiac Rehabilitation** - The percentage of members 18 years and older who attended cardiac rehabilitation following a qualifying cardiac event, including myocardial infarction, percutaneous coronary intervention, coronary artery bypass grafting, heart and heart/lung transplantation or heart valve repair/replacement.

Diabetes Measures

- **Hemoglobin A1c Control for Patients with Diabetes** - The percentage of members 18–75 years of age with diabetes (types 1 and 2) whose hemoglobin A1c (HbA1c) was at the following levels during the measurement year: HbA1c control (<8.0%) - HbA1c poor control (>9.0%).
- **Blood Pressure Control for Patients with Diabetes** - The percentage of members 18–75 years of age with diabetes (types 1 and 2) whose blood pressure (BP) was adequately controlled (<140/90 mm Hg) during the measurement year.
- **Eye Exam for Patients with Diabetes** - The percentage of members 18–75 years of age with diabetes (types 1 and 2) who had a retinal eye exam.
- **Kidney Health Evaluation for Patients with Diabetes** - The percentage of members 18–85 years of age with diabetes (type 1 and type 2) who received a kidney health evaluation, defined by an estimated glomerular filtration rate (eGFR) and a urine albumin-creatinine ratio (uACR), during the measurement year.
- **Statin Therapy for Patients with Diabetes** - The percentage of members 40–75 years of age during the measurement year with diabetes who do not have clinical atherosclerotic cardiovascular disease (ASCVD) who were dispensed at least one statin medication of any intensity during the measurement year and remained on a statin medication of any intensity for at least 80% of the treatment period.

Musculoskeletal Measures

- **Osteoporosis Screening in Older Women** - The percentage of women 65–75 years of age who received osteoporosis screening.
- **Osteoporosis Management in Women who had a Fracture** – The percentage of women 67–85 years of age who suffered a fracture and who had either a bone mineral density (BMD) test or prescription for a drug to treat osteoporosis in the six months after the fracture.

Behavioral Health Measures

- **Diagnosed Mental Health Disorders** - The percentage of members 1 year of age and older who were diagnosed with a mental health disorder during the measurement year.
- **Follow up care After Hospitalization for Mental Illness**-Members who were hospitalized for treatment of selected mental health disorders and who had an

outpatient visit, an intensive outpatient encounter or partial hospitalization with a mental health practitioner. Two rates are reported:

- Follow up within 30 days of discharge
- Follow up within 7 days of discharge

- **Antidepressant Medication Management** – The percentage of members 18 years of age and older who were treated with antidepressant medication, had a diagnosis of major depression and who remained on an antidepressant medication treatment.
 - Acute Phase – Members who remained on an antidepressant medication for at least 84 days (12 weeks). Continuation Phase – Members who remained on an antidepressant for at least 180 days

- **Follow-Up After Emergency Department Visit for Mental Illness** - The percentage of emergency department (ED) visits for members 6 years of age and older with a principal diagnosis of mental illness or intentional self-harm, who had a follow-up visit for mental illness.
 - Follow up within 30 days of ED visit
 - Follow up within 7 days of ED visit

- **Diagnosed Substance Use Disorders** - The percentage of members 13 years of age and older who were diagnosed with a substance use disorder during the measurement year. Such as, alcohol, opioid, other or unspecified drugs, any substance use disorder.

- **Follow-Up After High-Intensity Care for Substance Use Disorder** - The percentage of acute inpatient hospitalizations, residential treatment or detoxification visits for a diagnosis of substance use disorder among members 13 years of age and older that result in a follow-up visit or service for substance use disorder.
 - Follow up within 30 days of the visit or discharge
 - Follow up within 7 days of visit or discharge

- **Follow-Up After Emergency Department Visit for Substance Use** - The percentage of emergency department (ED) visits among members age 13 years and older with a principal diagnosis of substance use disorder (SUD), or any diagnosis of drug overdose, for which there was follow-up.
 - Follow up within 30 days of the ED visit
 - Follow up within 7 days of the ED visit

- **Pharmacotherapy for Opioid Use Disorder** - The percentage of new opioid use disorder (OUD) pharmacotherapy events with OUD pharmacotherapy for 180 or more days among members 16 years of age and older with a diagnosis of OUD.
- **Adherence to Antipsychotic Medications for Individuals with Schizophrenia** - The percentage of members 18 years of age and older during the measurement year with schizophrenia or schizoaffective disorder who were dispensed and remained on an antipsychotic medication for at least 80% of their treatment period.

Care Coordination Measures

- **Advance Care Planning** - The percentage of adults 66–80 years of age with advanced illness, an indication of frailty or who are receiving palliative care, and adults 81 years of age and older who had advance care planning during the measurement year.
- **Transitions of Care** - The percentage of discharges for members 18 years of age and older who had each of the following.
 - Notification of Inpatient Admission. Documentation of receipt of notification of inpatient admission on the day of admission through 2 days after the admission (3 total days).
 - Receipt of Discharge Information. Documentation of receipt of discharge information on the day of discharge through 2 days after the discharge (3 total days).
 - Patient Engagement after Inpatient Discharge. Documentation of patient engagement (e.g., office visits, visits to the home, telehealth) provided within 30 days after discharge.
 - Medication Reconciliation Post-Discharge. Documentation of medication reconciliation on the date of discharge through 30 days after discharge (31 total days).
- **Follow-Up After Emergency Department Visit for People with Multiple High-Risk Chronic Conditions** – The percentage of emergency department (ED) visits for members 18 years of age and older who have multiple high-risk chronic conditions who had a follow-up service within 7 days of the ED visit.

Access/Availability of Care Measures

- **Adults' Access to Preventive/Ambulatory Health Services** – ambulatory or preventive care visit during the measurement year during the measurement year.

- **Initiation and Engagement of Substance Use Disorder Treatment** - The percentage of new substance use disorder (SUD) episodes that result in treatment initiation and engagement. Two rates are reported:
 - Treatment initiation through an inpatient SUD admission, outpatient visit, intensive outpatient encounter, partial hospitalization, telehealth visit or medication treatment within 14 days.
 - Evidence of treatment engagement within 34 days of initiation.

Consumer Assessment of Healthcare Providers and System Survey (CAHPS)

Overview

The CAHPS survey is conducted annually by the Centers for Medicare & Medicaid Services (CMS) to assess the experiences of beneficiaries in Medicare Advantage plans.

The survey is typically conducted in early spring of the reporting year by mail, with Telephonic follow-up for non-responders. The CAHPS survey measures members' experiences with the plan over the previous six months. The survey sample is drawn from all individuals who had been members of a plan for at least six months. Although beneficiaries provide ratings of their "plans," the unit of analysis is not a health and/or prescription drug plan but rather a health and/or prescription drug plan contract. HealthSun contracts with a CMS-approved Medicare vendor to conduct the survey. Results are produced annually and compared to national benchmarks.

The survey has approximately 70-75 questions with the results reported in composites. Some questions apply to member satisfaction related to the service provided by the health plan and some reflect the member's perception of the patient-physician relationship or communication.

Getting Needed Care: Getting Healthcare from Specialists

Question: In the last 6 months, how often did you get an appointment to see a specialist as soon as you needed?

Getting Needed Care: Getting Needed Care, Tests, or Treatment

Question: In the last 6 months, how often was it easy to get the care, tests, or treatment you needed?

Getting Care Quickly: Getting Care Needed Right Away

Question: In the last 6 months, when you needed care right away, how often did you get care as soon as you needed?

Getting Care Quickly: Getting Appointments

Question: Wait time includes time spent in the waiting room and exam room. In the last 6 months, how often did you see the person you came to see within 15 minutes of your appointment time?

Getting Care Quickly: Getting Seen Within 15 Minutes of Your Appointment

Question: In the last 6 months, how often did you see the person you came to see within 15 minutes of your appointment time? **[Scored only for those who went to a doctor's office or clinic for care in the last six months.]**

Doctors Who Communicate Well: Providing Clear Explanations

Question: In the last 6 months, how often did your personal doctor explain things in a way that was easy to understand?

Doctors Who Communicate Well: Listening Carefully

Question: In the last 6 months, how often did your personal doctor listen carefully to you?

Doctors Who Communicate Well: Showing Respect for What Patients Have to Say

Question: In the last 6 months, how often did your personal doctor show respect for what you had to say?

Doctors Who Communicate Well: Spending Enough Time With Patients

Question: In the last 6 months, how often did your personal doctor spend enough time with you?

Overall Rating of Specialist

Question: We want to know your rating of the specialist you saw most often in the last 6 months. Using any number from 0 to 10, where 0 is the worst specialist possible and 10 is the best specialist possible, what number would you use to rate that specialist?

Overall Rating of Health Plan

Question: Using any number from 0 to 10, where 0 is the worst health plan possible and 10 is the best health plan possible, what number would you use to rate your health plan?

Overall Rating of Care Received

Question: Using any number from 0 to 10, where 0 is the worst health care possible and 10 is the best health care possible, what number would you use to rate all your health care in the last 6 months?

Medicare-Specific and HEDIS Measures: Influenza Vaccination

Question: Have you had a flu shot since July 1, 2021?

Medicare Specific and HEDIS Measures: Pneumonia Shot

Question: Have you ever had one or more pneumonia shots? Two shots are usually given in a person's lifetime and these are different from a flu shot. It is also called the pneumococcal vaccine.

Health Outcome Survey (HOS)

What is HOS?

The Health Outcomes Survey (HOS) is a Centers for Medicare & Medicaid Services (CMS) survey that gathers meaningful health status data from people with Medicare. Like the CMS Healthcare Effectiveness Data and Information Set (HEDIS) and Consumer Assessment of Healthcare Providers and Systems (CAHPS), HOS is part of an integrated system for use in quality improvement activities and to establish accountability in managed care. All managed care plans with Medicare Advantage (MA) contracts, including HealthSun Health Plans, Inc., must participate.

How does HOS affect HealthSun Members your patients?

HOS may be of interest to physicians as they could receive questions about the survey from their Medicare patients.

Survey questions pertain to patient-physician relationships and help identify areas for improving member health outcomes. Members are asked questions about overall physical and mental health status. They also are asked if they had a discussion about, or received counseling or intervention from their physician on the following topics:

- **Management of Urinary Incontinence in Older Adults**
- **Physical activity in older adults**
- **Fall risk management**

HealthSun -participating physicians are encouraged to provide assessment and counseling for members in these particular areas.

How does HOS work?

A random sample of Medicare beneficiaries receives a baseline survey in the spring. Two years later, the same respondents will be surveyed for follow-up measurement. Survey completion is voluntary. The difference in the scores for the two-year period will show if members' physical and mental health status are categorized as better, the same or worse than expected. After the study is completed, member responses will be shared with HealthSun to use in quality improvement initiatives.

Who conducts the survey?

A CMS-approved Medicare survey vendor conducts the survey.

For more information about HOS, please contact your Provider Operations Representative.

Risk Management

HealthSun Health Plans Risk Management Program is designed to identify, investigate, track, and analyze adverse incidents. It is also intended to prevent the occurrence of incidents or accidents throughout HealthSun and its contracted providers.

Under Florida Law, it is the duty of all healthcare providers to report all adverse incidents, whether actual or potential, to the Plans HealthCare Risk Manager. The incident report must be completed and filed with the Plan's Risk Manger within three (3) business days of the incident or accident.

Adverse or untoward incidents should be reported immediately to the Plan's Risk Manager at by submitting a report to RiskManagement@healthsun.com since these incidents need to be reported to the Agency for Health Care Administration (AHCA) within seventy-two (72) business hours of occurrence. Examples of these serious Incidents include;

- Death of a patient;
- Severe brain or spinal damage to a patient;
- Performance of a surgical procedure on the wrong patient;
- A surgical procedure unrelated to the patient's diagnosis or medical needs being performed on any patient.

Incident Reports

Incident Reports are considered confidential. Providers are prohibited from keeping a copy of the Incident Report in a member's medical record and from making a notation in the member's medical record that an Incident Report was completed. The Plan's Risk Manager shall review the Original Incident Report and shall evaluate the Incident in order to determine whether it meets the requirements for filing with the applicable State Agencies.

When completing the report, the individual should refrain from documenting personal opinions or subjective information. This is not to be included in the report. The individual involved in the incident, or who observed or discovered the incident should complete the report. The report shall contain only the facts available at the time of the occurrence.

Delegated Providers

The guidelines and responsibilities outlined in this section are applicable to all HealthSun delegated providers. The information provided is designed primarily for the provider's administrative staff responsible for the implementation or administration of certain functions that HealthSun has delegated to provider.

Downstream Education

Administrative staff of the delegated provider bears a responsibility to educate downstream physicians and health care providers, as well as any providers to whom they sub-delegate activities (who require preapproval to perform any delegated function from HealthSun), about HealthSun's policies and procedures. Explanations of any special circumstances which justify variation from the guidelines set forth in this section, should be documented, retained, and discussed with HealthSun prior to implementation. HealthSun expects to periodically review and approve all downstream educational material to confirm that all information mentioned in this appendix is referenced.

The following information should be incorporated into the delegate's business practices as it relates to the functions delegated by HealthSun.

HealthSun, Legal, Regulatory and Accreditation Requirements for Delegated Providers

Delegates are required to allow HealthSun to monitor the quality and effectiveness of any delegated function through periodic audits performed by HealthSun. HealthSun will provide advance notification of 10 days before performing an on-site review or such shorter notice as may be imposed on HealthSun by a federal or state regulatory agency or accreditation organization. The documentation for review may include, but is not limited to the following:

- Current policies and procedures.
- Standard of Conduct.
- Compliance of Fraud Waste and Abuse Training.
- Documentation of the OIG/GSA exclusion list review.
- Monitoring of delegated entities audits and corrective action plan in order to ensure compliance with all applicable laws and regulation.
- Program or plan description
- Annual program work plan and evaluation.
- Specified files.

- Reports including analysis as specified by HealthSun for all functions delegated.
- Pertinent committee meeting minutes.

In addition, the delegated provider will comply with the following requirements:

- Allow any regulatory agency to examine, at any time, information the agency deems relevant to determine the financial solvency of the delegate or to review the delegate's ability to meet its responsibilities in connection with any function delegated to delegate by HealthSun.
- Agrees that HealthSun retains the right to modify, rescind, or terminate at any time any or all delegated activities.
- Submit any material change in the performance of delegated functions to HealthSun for review and approval, prior to the effective date of the proposed changes.
- Notify HealthSun of any sanctions incurred by the delegate following review by a federal state or accreditation organization (within 10 days of such sanction).
- Comply with the Employee Retirement Income Security Act (ERISA) requirements.
- Comply with the Health Insurance Portability and Accountability Act (HIPAA) requirements. If required by state and/or federal law, rule or regulation, will obtain and maintain in good standing, a third-party administrator license/certificate and or a utilization review license or certification.
- Ensure that personnel who carry out the delegated services have appropriate training, licensure, and/or certification.
- Upon request, will submit to HealthSun financial information as proof of its continued financial solvency. Financial information submitted should include the following:
 - Recent audited financial statements (balance sheet, statement of operations, statement of cash flows, and notes to the financial statements). If the audited financial statements are over six months old, the delegate will provide current internal financials with projections (e.g., six month ended financials or quarterly reports).
 - If delegate has not been audited, delegate will provide recent internally prepared financial statements (balance sheet, statement of operations, and cash flow statement). Delegate's

chief financial officer and/or owner should certify/attest to their correctness by adding his/her signature to the financial statements provided to HealthSun.

- The delegate and contracted providers agree to safeguard beneficiary privacy and confidentiality and ensure accuracy of beneficiary records.
- All claims shall be processed for covered services rendered to members and payments made to the delegate on a timely basis in accordance with applicable federal and state laws, rules and regulations regarding the timeliness of claims payments. For purposes of this section, a claim is approved or denied “promptly” if it is approved or denied within the time provided for by CMS and any applicable “Prompt payment” state statutes.
- Ensure that under no circumstance, including without limitation, insolvency of HealthSun or delegate, or any expiration, nonrenewal or termination of performance, regardless of the cause, will delegate or any employee or contractor of delegate, inclusive of any sub-delegate, bill, seek payment or attempt to collect payment, other than authorized copayments and deductibles, for any of the delegated functions and/or activities from HealthSun members.
- Provide timely notification to HealthSun of the termination of any participating provider and ensure compliance with provider network access standards necessary to comply with any applicable state and federal laws, rules and regulations, accreditation standards applicable to HealthSun.
- Delegate and contracted providers agree to comply with Medicare laws, rules, regulations, reporting requirements, and CMS instructions.
- Delegate and contracted providers agree to audits and inspection by CMS and/ or its designees and to cooperate, assist and provide information as requested.
- Will ensure, when medically necessary services are available 24 hours a day, 7 days a week. Primary care physicians must have appropriate backup for absences.
- All services, clinical and nonclinical, will be provided in a skillful manner and accessible to all members, including those with limited English proficiency, limited reading skills, hearing impairment, or those with diverse cultural and ethnic backgrounds.
- Ensure that Medical Management decision-making is based only on appropriateness of care and service, and existence of coverage.
- Agree not to specifically reward physicians or other individuals conducting utilization review for issuing denials of coverage or service care. Agrees not to provide financial incentives for Medical Management decision makers that may result in under- utilization.

- Agree that HealthSun reserves the right to perform an on-site review with ten (10) business days notification to delegate for routine assessments or such shorter notice as may be imposed on HealthSun by a federal or state regulatory agency or accreditation organization and HIPAA regulations.
- Agree to render covered services in accordance with the rules of ethics and conduct of all applicable state and federal rules, laws and regulations. Proven misconduct may lead up to termination of the contract.

Delegated Provider Downstream Contract Content

The delegate and when applicable its subcontractors, will make available to HealthSun samples of contracts with physicians and providers and ensure compliance with the legal and regulatory contractual requirements, including HIPAA regulations. Delegate is not required to make available to HealthSun contractual provisions relating to financial arrangements with delegate's physicians and providers.

Physician and provider contract content should include, but should not be limited to the following:

- Notification of physician/specialist/specialist group's termination: The contract executed between the delegate and specialist/specialist group must state either the delegate or HealthSun will be responsible for notifying the affected members of the termination.
- Physicians/providers cooperate with quality improvement (QI) activities.
- HealthSun and delegate have access to physician/provider medical records to the extent permitted by state and federal law.
- Physicians/providers need to maintain the confidentiality of member information and records.
- Physicians/providers may freely communicate with members about their treatment regardless of benefit coverage limitations.
- A listing of all individuals or entities that are party to the written agreement.
- Definitions for termination used in the contract referenced above.
- Conditions for participation as a participating provider.
- Obligations and responsibilities of the delegate and the participating provider, including any obligations for the participating provider to participate in the delegate's management, quality improvement, complaint, or other programs.
- Events that may result in the reduction, suspension, or termination of network participation privileges.
- The specific circumstance under which the network may require access to member's medical records as part of the delegate's programs or health benefits.
- Health care services to be provided and any related restrictions.
- Requirements for claims submission and any restrictions on billing of members.
- Participating provider payment methodology and fees.
- Mechanisms for dispute resolution by participating providers. Term of the contract and procedures for terminating the contract.
- Requirements with respect to preserving the confidentiality of patient health information.

- Prohibitions regarding discrimination against members.
- Physicians and providers agree to hold members harmless and not bill more than their coinsurance/copays or indemnity balances that are the member's responsibility under his/her Plan.

Note: Health plans, first tier, and downstream entities are prohibited from employing or contracting with individuals excluded from participation in Medicare.

Systems and File Retention

The delegate will furnish any and all staffing and systems necessary to receive eligibility data from HealthSun and provide HealthSun all data as required by state and federal laws, rules and regulations, and HealthSun. The documents include without limitation claims and encounters, credentialing, utilization review/medical management, quality improvement, and other documentation records, files or data pertaining to functions delegated. The records must be maintained for a period of ten (10) years.

Grievances & Appeals

HealthSun member appeals/grievances and expedited appeals are not delegated, including an appeal made by a physician/provider on behalf of the member. HealthSun maintains all member rights and responsibility functions.

Provider Information Technology (IT) Access

HealthSun Health Plans will provide IT Access to those Providers who have met the criteria. Prior to having access to our system, all Providers will be required to complete our Provider IT Access Request Form. At that time, all of the individuals that will need to have access to the HEALTHSUN system shall sign the IT Agreement.

It is understood that all of the information that the Provider and their staff members will have access to is considered Privileged and confidential. As such, information transmitted by, received from, or stored in this system is the property of HealthSun Health Plans and the use of any software or business equipment is only to be used for job-related purposes. Further, Providers and staff are not permitted to use a code, access a file, or retrieve, copy download or use any stored communication unless authorized to do so in writing by HealthSun Health Plans. All pass codes are the property of HealthSun Health Plans.

Computer Information Security

It is a violation of Florida law to disclose computer passwords; penalties range from a Class B misdemeanor to a felony depending on the related monetary damage. Computer passwords should be considered highly confidential. Providers and staff should never disclose computer passwords to anyone other than those individuals in the HealthSun organization that have official capacity.

Computer Software

Staff who uses software licensed to HealthSun or an entity owned by HealthSun must abide by applicable software license agreements and may copy licensed software only as permitted by the license. Unauthorized duplication of copyrighted software is a violation of federal copyright law. Provider and their staff should direct any questions about applicable software license agreements to HealthSun Health Plans IT Department.

Confidential Information

Providers and staff may use confidential information in the performance of their official duties, that information must not be shared with others. No violation of HIPAA guidelines will be tolerated, all confidential information will be kept in compliance with applicable laws, regulations, policies, and procedures. Confidential information includes personnel data, member information, research data, financial data, strategic plans, marketing strategies, membership lists and data, supplier

and subcontractor information, and proprietary computer software. When HealthSun collects information from individuals, such as members, it is required to disclose to the individual their rights under federal regulations.

HITECH Legislation Impacts Health Care Providers

The Health Information Technology for Economic and Clinical Health Act (HITECH) imposes new privacy and security obligations on physicians and other health care providers, as well as companies currently regulated as HIPAA-covered entities, such as health plans and clearinghouses. It also expands the definition of HIPAA-covered entities to include vendors who provide third-party services to health care providers, such as billing companies, customer service centers, accounting firms, and others.

In addition, health care providers and all HIPAA-covered entities are now required to develop plans for responding to security breaches of Protected Health Information (PHI), notifying affected individuals and the Department of Health and Human Services (HHS) within 60 days of a breach. HITECH also strengthens enforcement strategies for HIPAA and HITECH violations, and increases fines for many violations.

The security breach provisions of HITECH took effect in September 2009; however, HHS will not impose sanctions for breaches discovered before February 22, 2010. The other provisions of HITECH that affect PHI, such as business associate liability; new limitations on the sale of protected health information, marketing, and fundraising communications; and stronger individual rights to access electronic medical records, took effect on Feb. 17, 2010.

Physicians should be aware of this legislation and the effect it may have on their practices. All health care providers are affected by HITECH, even those who are not currently using an electronic health records system. Practices using electronic billing, clearinghouses or a third-party billing service are subject to HITECH's provisions, and need to discuss its implementation with the providers of those services to ensure compliance.

HITECH, ARRA and HIPAA are complex pieces of legislation. HealthSun encourages physicians to seek legal and professional advice from experts, such as attorneys and local and national medical associations. The following national medical associations both have valuable information about HITECH available on their websites:

American Medical Association

(<http://www.ama-assn.org/ama1/pub/upload/mm/368/hipaa-guidance.pdf>)

American Academy of Family Physicians

(http://www.aafp.org/online/en/home/publications/news/news-now/government_medicine/20090318hipaa-security-rules.html)

Member Assistance Programs

State & Federal Assistance Programs

Helping HealthSun Health Plans Members Attain Public Assistance Benefits through State and Federal Cost-Sharing Programs.

HealthSun Health Plans maintains a specially trained Member Assistance Department that offers a variety of services designed to help members apply for public assistance through the Medicaid programs and the Extra Help. HealthSun has been assisting health plan members attain dual eligibility status, navigate application processes and securing financial assistance through Florida's Medicaid cost-sharing programs.

On January 1, 2006, prescription drug coverage for dual eligible members shifted from state-funded Medicaid to federally funded Medicare Part D plans. As a result, Medicare beneficiaries who qualify as a Qualified Medicare Beneficiary (QMB), Special Low-Income Medicare Beneficiary (SLMB) and Qualified Individuals – 1 (QI1) or any full Medicaid program are now automatically eligible for the Extra Help also known as Low Income Subsidy (LIS) a federal program that assists members with the cost of prescription drug coverage. If a member is not automatically eligible to receive the LIS and since the eligibility, standards are higher, than the ones for Medicaid, a separate application can be filed at the Social Security Administration.

Attaining Dual Eligibility Status Can Help Those Most in Need of Financial Aid.

Dual eligible members are individuals that qualify for federally administered Medicare programs as well as the state administered Medicaid programs because of their low- income and assets, age and/or disability status. These Medicaid programs are:

- **Supplemental Security Income (SSI)** is a cash assistance program administered by the Social Security Administrations. Members automatically receive Medicaid, which pays for the Medicare premiums (Part A and B), Medicare Deductibles and Medicare coinsurance within the prescribed limits and automatically qualify for LIS.
- **Qualified Medicare Beneficiaries (QMB)** is a Medicaid program, which pays for the Medicare premiums (Part A and B), Medicare Deductibles and Medicare coinsurance within the prescribed limits. QMB members automatically qualify for LIS.
- **Special Low-Income Medicare Beneficiary (SLMB)** is a Medicaid program which pays for the Medicare Part B premium and members are automatically eligible for LIS.
- **Qualifying Individuals 1 (QI1)** is a Medicaid program which pays for the Medicare Part B premium and members are automatically eligible for LIS.

The HealthSun Member Assistance Department assists members to obtain Medicaid and with the periodic renewal process of Medicaid, through a variety of eligibility pathways. These services are offered, at no additional cost, to all HealthSun Medicare Advantage health plan members. Dual eligible members are also allowed to take advantage of special election periods that may not be available to other Medicare Advantage members and can enroll in a HealthSun Dual Special Needs Plan (SNP) at any time during the calendar year.

To be eligible for dual eligibility status, a Medicare beneficiary must:

- Have Medicare Part A (Hospital Insurance)
- Be a Florida resident
- Be a U.S. citizen or a qualified alien
- Have monthly income range and type as specified by program. *
- Have assets value and types as specified by program. *
- Amounts may vary. Please check current year's dual-eligibility thresholds.

Non-Dual Eligible Members May Still Qualify for Extra Help with Medicare Prescription Drug Plan Cost.

While prescriptions may be covered by Medicaid for certain people, Medicaid does not cover the costs of prescription drugs for Medicare beneficiaries. Social Security Administration offers a program known as The Extra Help or Low-Income Subsidy (LIS) and is a federal assistance with the cost of Medicare prescription drug plan.

The LIS provides:

- Payment of all or most of the annual deductible.
- Coverage during the “doughnut hole” or gap period.
- Payment of monthly plan premiums up to the base amount.

Medicare beneficiaries **MUST** enroll in a Medicare prescription drug plan to obtain prescription drug coverage even if they qualify for the Extra Help. With the Extra Help, individuals who enroll in a Medicare Prescription Drug Plan have the benefit of full prescription coverage similar to prescription coverage provided by Medicaid. Individuals are responsible for small cost sharing for each prescription.

Low Income Subsidy members are also allowed to take advantage of special election periods that may not be available to other Medicare Advantage members and can switch plans at any time during the calendar year.

To be eligible for the Low-Income Subsidy, a Medicare beneficiary must:

- Have monthly income range and type as specified by program**
- Have assets value and types as specified by program. **
- Reside in the United States.

**Amounts may vary. Please review the current year's LIS eligibility standards.

HealthSun is committed to Helping Members Maximize Health Benefits through their Medicare Dual Eligibility Outreach Program.

HealthSun has partnership status as an ACCESS/Florida Assisted Facility through the Florida Department of Children and Families (DCF). The Member Assistants routinely performs the following services for health plan members:

- Assist members in understanding what verifications are necessary in order for the DCF to determine eligibility for the State program;
- Assist members in verifying case status and eligibility;
- Assist members in understanding the availability of public assistance benefits and services administered by the DCF; including Food Stamps and Cash assistance as well as the different Medicaid programs.
- Ascertain the status of a member's Medicaid coverage; and
- Notify the DCF if HealthSun has case information in possession, custody or control concerning a member that is inconsistent with DCF member-specific information.

As an ACCESS/Florida Assisted Facility, Member Assistants have undergone special training by DCF in the following areas:

- Use or disclosure of confidential case file information, including information governed by the Health Insurance Portability and Accountability Act (HIPPA) of 1996;
- The availability of public assistance benefits and services administered by the DCF;
- The application process for public assistance programs;
- ACCESS Florida initiative and Community Partner's role in the initiative; and
- DCF Security Awareness training – available only to Assisted Facility ACCESS Community Partners.

If you have questions and would like additional information, please contact our Member Services Department.

Medication Therapy Management Program (MTMP)

All members are automatically enrolled in the MTMP, upon meeting program criteria. However, members may choose to opt-out of the program or portions of the program. For example, members may opt-out of the Comprehensive Medical Review (CMR) component of the MTMP but remain eligible for the Targeted Medication Review and associated follow-up.

Should a member desire to permanently opt-out of the plan's MTMP, plan *should* honor request and not re-target member in future contract years; however, if the member actively seeks enrollment into the MTMP at a later time, perhaps due to a level of care change, plan must allow member to participate as long as they meet the necessary MTMP requirements.

Within 60-days of becoming eligible for the MTMP, member will receive an offer by mail to complete a telephonic Comprehensive Medication Review (CMR) with a qualified health care provider. In addition, member will receive by mail, a quarterly list of updated prescription medications taken during previous quarter. Members will be instructed to take this list to each prescriber and pharmacy visit. Prescriber will be able to review therapy and make any necessary adjustments.

Communication to members may contain diet and exercise tips, information specific to their disease states, Frequently Asked Questions (FAQ) about their disease states, and tips about compliance. In addition, they will be directed to an online website where various other electronic tools will be available (health tracker, personal monthly calendar, and glossary of health terms).

Prescribers may be mailed quarterly Targeted Medication Reviews (TMR) conducted systematically if any drug-drug interactions or other medication concerns are identified.

Purpose of the MTM Program:

- To optimize therapeutic outcomes for individual members
- Optimize drug therapies.
- Improve medication use.
- Reduce risk of adverse events and drug interactions.
- Increase member adherence and compliance with prescription drugs.
- Identify interventions, which provide improved care to members.
- Interventions should result in health benefits and cost effectiveness for members.

HealthSun MTMP Eligibility:

Member must have three or more of the following chronic diseases:

- Bone disease-arthritis-rheumatoid arthritis
- Chronic heart failure (CHF)

- Diabetes
- High Cholesterol
- Rheumatoid Arthritis (RA)

Member must have filled six or more covered Part D drugs.

Are likely to incur annual costs for covered Part D drugs, which exceed \$5,330 as specified by the Medicare.

Quality Improvement Program (SNP)

Introduction

Health Sun Health Plans currently operates a Medicare Advantage Plan in South Florida, which includes chronic and dually eligible Medicare and Medicaid recipients within the following counties: Miami-Dade, Broward, and Palm Beach. HealthSun is expanding its existing Medicare Advantage Plan to offer beneficiaries the opportunity to enroll in a Special Needs Plan (SNP) to further compliment and provide programs that focus on the complex health needs of this specific group of individuals.

HealthSun is committed to provide all members access to optimum quality and cost-effective medical care. To achieve this, there is an overarching Medicare Advantage Quality Improvement (QI) Program in place that complies with the requirements governing the Medicare Advantage program as established in accordance with 42 CFR 422.152. The purpose is to provide a formal ongoing process by which the organization will utilize objective measures to monitor and evaluate the clinical and operational quality of services provided to the members covered under Medicare Advantage.

The QI Department's structure is responsible for executing the QI Program as well as the SNP Medicare Advantage QI Program. This SNP Medicare Advantage QI Program description is a subset and will therefore be overseen and in conjunction with the overarching Medicare Advantage QI Program description.

This SNP Medicare QI Program description is specifically for the following contract that includes the NP plan benefit packages ¹ which is CMS Contract H5431 Medicare Advantage plan and Special Needs Plans (SNPs).

Purpose

HealthSun and its network providers are committed to the delivery of optimal and cost-effective health care to its enrollees. HealthSun aims for continuous improvements in the quality of health care services and the health status of the population served. A comprehensive QI Program directs the QI Department's activities.

This SNP QI Program encompasses all aspects of care delivered by the health plan network providers. This includes, but is not limited to, medical, mental health, chemical dependency and pharmacy services which are provided in ambulatory, hospital, emergency department, home or care home and skilled nursing facility settings. In addition to continuous assessment of the clinical elements of health care, the SNP QI Program looks at administrative services conducted through the operational departments within the plan, which include, but are not limited to, customer service, appeals and grievances, credentialing, provider relations, claims and sales and marketing.

The SNP QI Program description is designed to meet state and federal regulations, the Centers for Medicare & Medicaid Services (CMS) contractual requirements and applicable accreditation

standards as described in the Medicare Advantage QI program. Per CMS, every Quality Improvement (QI) MA Program must:³

1. Create a QI program plan that sufficiently outlines the elements of the plan's quality improvement program 42 CFR §422.152(a)(1)
2. Develop and implement a chronic care improvement program (CCIP) 42 CFR §422.152(c)
3. Develop and maintain a health information system (42 CFR §422.152(f)(1))
4. Encourage providers to participate in CMS and HHS QI initiatives (42 CFR §422.152(a)(4))
5. Implement a program review process for formal evaluation of the impact and effectiveness of the QI Program at least annually (42 CFR §422.152(f)(2))
6. Correct all problems that come to its attention through internal surveillance, complaints, or other mechanisms (42 CFR §422.152(f)(3))
7. Contract with an approved Medicare Consumer Assessment of Health Providers and Systems (CAHPS®) vendor to conduct the Medicare CAHPS® satisfaction survey of Medicare enrollees (42 CFR §422.152(b)(5))
8. Measure performance under the plan using standard measures required by CMS and report its performance to CMS (42 CFR §422.152(e)(i))
9. Develop, compile, evaluate, and report certain measures and other information to CMS, its enrollees, and the general public. Responsible for safeguarding the confidentiality of the doctor-patient relationship and report to CMS in the manner required cost of operations, patterns of utilizations of services, and availability, accessibility, and acceptability of Medicare approved and covered services (42 CFR §422.516(a))

In 2010, the Patient Protection and Affordable Care Act (ACA) reinforced the importance of the Model of Care (MOC) as a fundamental component of SNP quality improvement by requiring the National Committee for Quality Assurance (NCQA) to execute the review and approval of SNPs' MOC based on standards and scoring criteria established by CMS. The QI structure works with business partners to ensure the MOC meets criteria and execution:⁴ of the 4 sections of the MOC as outlined:

- MOC 1 Description of SNP Population
- MOC 2 Care Coordination

³ Code of Federal Regulations Quality Improvement: <https://www.ecfr.gov/cgi-bin/text-idx?SID=3f7c5338ca80a6ef50daec6e9e76e7a1&mc=true&node=sp42.3.422.d&rqn=div6>

⁴ SNP MOC guidelines: https://snpmoc.ncqa.org/wp-content/uploads/MOC-Scoring-Guidelines_CY-2021-1.pdf

- MOC 3 Provider Network
- MOC 4 MOC Quality Measurement and Performance Improvement

The SNP QI Program and QI Department structure is accountable to lead the efforts of the MOC revisions and the SNP QI program annual evaluation as well as developing applicable QI policies and training and enhancing technology and reporting for executing all metrics as described within MOC 4 of the approved SNP MOC. The following requirements govern the SNP MOC Quality Measurement and Performance Improvement (MOC 4) oversight and execution:

Element A: MOC Quality Performance Improvement Plan

1. Describes the overall quality improvement plan and how the organization delivers or provides for appropriate services to SNP beneficiaries, based on their unique needs
2. Describes specific data sources and performance and outcome measures used to continuously analyze, evaluate and report MOC quality performance
3. Describes how its leadership, management groups, other SNP personnel and stakeholders are involved with the internal quality performance process
4. Describes how SNP-specific measurable goals and health outcomes objectives are integrated in the overall performance improvement plan, as described in MOC 4, Element B

Element B: Measurable Goals and Health Outcomes for the MOC

1. Identify and define the measurable goals and health outcomes used to improve the health care needs of SNP beneficiaries
2. Identify specific beneficiary health outcome measures used to measure overall SNP population health outcomes at the plan level
3. Describe how the SNP establishes methods to assess and track the MOC's impact on SNP beneficiaries' health outcomes
4. Describe the processes and procedures the SNP will use to determine if health outcome goals are met
5. Describe the steps the SNP will take if goals are not met in the expected time frame

Element C: Measuring Patient Experience of Care (SNP Member Satisfaction)

1. Describe the specific SNP survey used
2. Explain the rationale for the selection of a specific tool
3. Describe how results of patient experience surveys are integrated into the overall MOC performance improvement plan
4. Describe steps taken by the SNP to address issues identified in survey responses

Element D: Ongoing Performance Improvement Evaluation of the MOC

1. Describe how the organization will use the results of the quality performance indicators and measures to support ongoing improvement of the MOC

2. Describe how the organization will use the results of the quality performance indicators and measures to continually assess and evaluate quality
3. Describe the organization's ability for timely improvement of mechanisms for interpreting and responding to lessons learned through the MOC performance evaluation
4. Describe how the performance improvement evaluation of the MOC will be documented and shared with key stakeholders

Element E: Dissemination of SNP Quality Performance Related to the MOC

1. Describe how performance results and other pertinent information will be shared with multiple stakeholders
2. State the scheduled frequency of communications with stakeholders
3. Describe the methods for ad hoc communication with stakeholders
4. Identify the individuals responsible for communicating performance updates in a timely manner

The SNP QI Program and QI Department structure must support the CMS SNP MOC audit protocol as related to Plan Performance Monitoring and Evaluation of the MOC [OMB No: 0938-1000 (Expires: 06/30/2023) CMS-10191] which are:

- QI Department must collect, analyze, and evaluate the MOC (e.g., specific data sources, specific performance, and outcome measures, etc.)
- QI Department must use the analyzed results of performance measures to improve the MOC (e.g., internal committee and other structured mechanism)
- QI Department must develop and implement corrective actions when applicable
- QI Department must demonstrate evidence of communicating performance monitoring results and improvements to stakeholders and/or leadership, in accordance with the MOC
- QI Department must have appropriate personnel responsible for oversight of the MOC's evaluation and monitoring process
- QI Department's organizational chart must accurately reflect the personnel administering the MOC program and their reporting structure

The goals of the SNP QI Program have been designed to support the different SNP Medicare Advantage programs with specific attention to data collection to establish baseline measurements, identify opportunities for improvement and to ultimately measure the positive difference an intervention or process change would result in.

The HealthSun SNP QI Program's goals are designed to develop a comprehensive, meaningful, and soundly executed quality improvement, utilization, and care management strategy. Key indicator data are generated and are analyzed to evaluate performance and determine whether further actions are required to meet the needs of the membership.

The goals of the QI Program are:

- To improve and maintain members' physical and emotional status
- To promote health and early intervention and empower members to develop and maintain healthy lifestyles
- To involve members in treatment and care management decision-making

- To ensure that the care and treatment provided to members is based on accepted evidenced-based medical principles, standards, and practices
- To be accountable and responsive to member concerns and grievances
- To utilize technology and other resources efficiently and effectively for member welfare
- To ensure that appropriate care and treatment is accessible to members and provided in a timely manner
- To ensure that quality initiatives are directly relevant to the membership
- To ensure that cultural and linguistic sensitivity is displayed at all time, including recognition of such needs in the member through materials and programs
- To ensure programs and services related to the health care needs of the population served including any complex needs and issues
- To foster a patient centered medical home delivery process within the provider network

HealthSun's overall goals for the care management of the chronic or disabling conditions of SNP include:

- Access to Medical and Behavioral Health Care
- 100% of the population will have HRA attempted within 90 days of enrollment
- Increase PCP visits by 10% to contribute to a decrease of inpatient hospitalizations and ER utilization
- 100% non-urgent behavioral health authorizations within 15 days when medically indicated
- 90% compliance with Access to Care Standards for medical and behavioral health care services established by health plan
- 50% of the members see a provider in his/her patient center medical team
- Access to affordable care
- Members have pharmacy coverage as a benefit
- Members have limited co-pays that ensures affordable care
- Monitoring of providers related to ER utilization, inpatient admissions, number of readmissions within 30 days, & average LOS for acute inpatient admissions
- Transportation services for members to get to appointments to be measured by the percent of members using the services
- Improved coordination of care through PCP (gatekeeper) through:
 - Care coordination through either PCP or specialist approved by health plan as PCP
 - Members visit PCP within 7 days following discharge from inpatient stay or ER visit
 - 50% of the members see a health care provider within his/her patient centered medical team
 - 90% of the PCPs receive plan of care (POC) from health plan within 90 days of member enrollment
- Improved Transition of Care Across Health Sun are Settings/Providers/Services
- Health plan staff to review inpatient admission to acute care hospital daily and communicate to care manager
- Health plan staff to review ER visits daily and communicate to care manager
- 90% of members receive care coordination attempts at least every 90 days

- 100% of members with acute or sub-acute transitions have updated plan of care (POC) for transition services
- 50% of the members see a health care provider within his/her patient centered medical team
- Improved access to preventive health services:
 - 95% of members will receive preventive health attempts every 90 days
 - Clinics will offer flu/pneumonia vaccine at least annually and home nurse visits for vaccine will be offered at least annually

100% of the member will have a face-to-face encounter by a health care provider within his/her patient centered medical team

- Ensure appropriate utilization of services
- Bi-annual monitoring of ER and inpatient admissions to determine appropriate utilization
- At least annual monitoring of behavioral health utilization of appropriate services
- 50% of the members see a health care provider within his/her patient centered medical team
- Improved member health outcomes through:
 - 3% reduction of the utilization of ER
 - 3% reduction of inpatient hospitalization
 - 5% reduction of re-admissions to hospital after an acute care discharge
 - 3% increase in the members receiving flu/pneumonia vaccine annually
 - 5% increase in the members at or below the 50th percentile nationally who have control of HbgA1c (<8.0%) from HEDIS 2020 baseline
 - 3% increase in the members with a completed advanced directive in the medical record

Objectives

The following SNP QI objectives are designed to assist the health plan in meeting its goals:

- QI Department develops an annual SNP QI Work Plan that outlines activities, objectives, responsible person(s), and timeframes that is reviewed and approved by the QM Committee with status reporting to the Committee throughout the year
- QI Department develops, implements, and monitor action plans to improve medical and behavioral health care for the SNP members
- QI Department develops applicable clinical and service quality improvement projects/interventions that are relevant to the populations served by the health plan
- QI Department develops, executes, and monitors performance of the CCIPs, including any relevant to the SNP populations served
- QI Department includes network practitioners and providers in the development, monitoring, and evaluation of performance improvement projects, any applicable policies/procedures, guidelines, standards, and interventions to improve outcomes
- QI Department facilitates continuity of care and transition of care between providers and facilities to promote exchange of information, appropriate diagnosis, treatment, and referral of medical as well as behavioral health disorders

- QI Department analyzes the provider network access and availability standards to improve member access to necessary medical services, behavioral health services and facility providers
- QI Department completes a comprehensive analysis of all QI studies or monitoring results against performance goals, benchmarks when available, and previous performance
- QI Department identifies barriers to improvement, opportunities to pursue and acts when performance goals are not met
- When applicable, the QI Department develops improvement projects using either the PDSA cycle or 10 element improvement process
- QI Department monitors and improves compliance with applicable accreditation standards and federal regulatory requirements governing managed care organizations

In addition to supporting data collection as stated above, this SNP QI Program also supports the overall goals and objectives of the care coordination/management function as defined within the Care Management Program description which includes:

To coordinate and integrate care across the multi-specialty, multi-setting care continuum:

Coordinate care among the treating physicians, including primary care physicians, specialists, supportive services as well as community services

Focus on optimal outcomes and develop strategies for the best possible member care techniques

Identify opportunities to forge relationships between HealthSun's care managers, the member's network providers and the member themselves to deliver the best care in the optimal care setting

Assist each member with attaining maximum independence and quality of life

To facilitate communication with all physicians, provider, and care team members:

- A HealthSun care manager shall identify and coordinate issues such as needed community services or appropriate access to care, as well as other member concerns
- The clinical pharmacist on the team helps address poly-pharmacy-related issues, including medication errors and subsequent adverse outcomes, including avoidable hospitalizations and readmissions
- Educate members regarding their rights and responsibilities associated with participation in the HealthSun care management program
- Monitor how providers collaborate with the ICT and contribute to a beneficiary's ICP to provide necessary specialized services ⁵
- Encourage its providers to participate in CMS and HHS quality improvement initiatives⁶
 - Participation with CCIP if applicable
 - Participation in Performance Programs
- Monitor how network providers utilize appropriate clinical practice guidelines and nationally recognized protocols appropriate to SNP's target population ⁷
- Provide oversight if challenges are identified where the use of clinical practice guidelines and nationally recognized protocols need to be modified or are inappropriate for specific vulnerable SNP beneficiaries

⁵ Ibid SNP MOC guidelines MOC 3 Element A factor 4

⁶ Ibid Code of Federal Regulations Quality Improvement

⁷ Ibid SNP MOC guidelines MOC 3 Element B factor 1

- Provide oversight regarding how decisions to modify clinical practice guidelines or nationally recognized protocols are made, incorporated into the ICP, communicated to the ICT and acted upon by the ICT
- Provide oversight of SNP providers and how they maintain continuity of care using the care transition protocols outlined in MOC 2, Element E

To coordinate comprehensive management of care and SNP quality of care:

- Collaborate and facilitate delivery of the care management plan as agreed upon by all the member's care providers
- Adherence to evidence-based clinical guidelines to provide the most consistent approach to the plan
- Evaluate all activities and interventions for continuous quality improvement
- Use input from the applicable committees

To promote ethical decision-making regarding the initiation and discontinuance of treatment plans about end of life issues and advance directive management.

- Assess all members to determine their choice for required services, treatment plans and any therapy, including development for an action plan which shall address end of life issues or treatment choices when appropriate
- Collaborate with the member and multi-disciplinary care team during the decision making and planning process
- Options for end-of-life management including hospice are discussed in conjunction with the providers, when deemed appropriate

To increase member, provider, and stakeholder satisfaction through appropriate medical management:

- Monitor member, provider, and client satisfaction to determine levels of satisfaction
- Monitor quality of life in all members on a regular basis
- Develop and implement processes to monitor quality of care
- Continually track and report services delivered to members and their resulting outcomes by analysis data such as but not limited to prior authorization data, claims data and medical record review
- Develop interventions to improve clinical outcomes which are identified as below the industry or clinical standards of practice

Scope of the SNP QI Program

The QI Program provides a mechanism for the coordination of both quality improvement and quality management activities. The scope of this program includes the objective and systematic monitoring of the quality and safety of health care services provided to HealthSun members. To improve organizational performance, collaborative and specific indicators of both processes and outcomes of care are developed, measured and assessed by all appropriate departments in a timely manner. The program has two major components: clinical and service. The range of the clinical activities is extensive, encompassing preventive care, acute care, chronic care, and care provided for special populations. It monitors provider credentialing and compliance, member education, health outcomes, screening, practice guidelines, delegation, and medical record documentation. The service component of the program monitors accessibility of care, member/provider satisfaction, and member/provider complaints and appeals.

QI Model

HealthSun's quality improvement philosophy is based on an improvement process involving a multi-element process that is structured with a systematic approach with goal setting that includes the following:

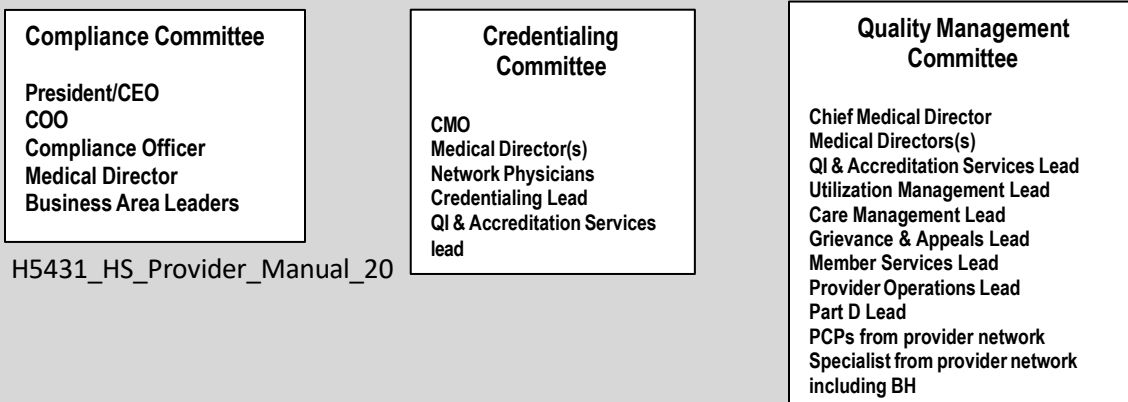
- Identification of a problem or issue and its significance to the health plan action for continuous quality improvement
- Establishment of a goal that is measurable using benchmarks when available
- Development of a methodology to determine current performance
- Collection and analysis of the data to determine frequency, source, and xxx and comparison to the established goal to determine the extent of the issue or problem
- Establishment and implementation of interventional activities
- Re-measurement of the performance to determine if interventions were successful and if improvement to reach the goal is still required, implementation of continued intervention is conducted, and another re-measurement conducted in accordance with the timeline.
- Reporting of findings throughout the health plan with specific reporting to the QM Committee

HealthSun's SNP QI Program utilizes this model with the committee processes and ensures the efforts are documented in committee minutes and applicable action plans and improvement projects are in place. If two consecutive re-measurement cycles do not meet goals, there will be a reassessment of the established goal and an evaluation of root cause and impact analysis to determine any required changes.

Committee Structure

HealthSun maintains a committee structure for oversight of administrative and clinical program operations for the management of the SNP population. The Credentialing Committee is responsible for the review of provider licensing and competency. The QM Committee reviews clinical program metrics, including pharmacy utilization data, ensures the use of Clinical Practice Guidelines by practitioners and, monitors utilization and encounter data for the appropriate and timeliness of services. Additionally, HealthSun has developed a SNP sub-committee of the QM Committee with a specific focus on monitoring all aspects of program performance. The diagram below provides an overview of the committee structure and a detailed description of the accountabilities of each committee. The QM Committee will be accountable to monitor SNP performance

Committee Structure



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Quality Management (QM) Committee:

The functions of the QM Committee supported by the QI Department include, but are not limited to:

- Establishing priorities for the QI Program.
- Approve the QI program and work plan
- Review of and disseminating of an annual QI Program Evaluation Report (annual effectiveness evaluation).
- Integrating all departments and functions relative to the goals and objectives of the QI Program.
- Ensuring effective implementation of the QI Program.
 - o Review of analysis and evaluation of trend data from quality assessment special studies and activities and/or department reports and making recommendations to the Board of Directors, as necessary.
- Review of Medical Management (Utilization and Care Management)
 - o Provision of oversight for all medical care and utilization management activities to include inpatient and outpatient service authorizations, complex case management, non-participating provider authorizations, and special programs (e.g., chronic care improvement program; health risk management program).
- Providing a forum within the organization for discussion of clinical and non-clinical issues related to the quality of care and service provided members.
- Review of individual provider and aggregate utilization problems and initiation of corrective actions.
- Review of QI projects.
- Overseeing of formulary management in conjunction with the Part D
- Department and the pharmacy benefit manager including the addition and deletion of formulary items.
 - o Review of reports and information from the pharmacy benefit manager in conjunction with Part D.
 - o Responding to pharmacy practice issues, ensuring quality, cost effective drug, and therapeutics management.
 - o Monitoring and evaluation of all medical record documentation procedures and utilization reports.
 - o Identifying opportunities for program/service improvement relative to preventive health, health promotion, and disease management.
 - o Conducting professional medical standards (peer review) activities that may involve the professional competence or conduct of providers whose conduct adversely affects, or could adversely affect, the welfare of Medicare members and recommends remedial action as necessary to the HeathSun QM Committee.
- Provision of oversight to ensure that participating PCPs and physician specialists utilize established protocols and evidenced-based guidelines for the provision of acute, chronic, and disease management care and services.
- Reviewing, evaluating, and disseminating information regarding new technologies and treatment protocols and guidelines to primary care and specialist-contracted providers.

- Ensuring the systematic evaluation of provider performance and provision of the interpretation of these data to practitioners.
 - Provision input for re-credentialing of providers to the Credentialing Committee.
 - Review responsibilities of the pharmacy review to include:
 - Acts in an advisory capacity to the QM Committee in all matters pertaining to drug utilization.
 - Reviews and advises the QM Committee regarding adverse drug reaction reports and drug usage issues.
 - Reviews the drug formulary.
 - Reviews and participates in quality improvement activities related to prescriptions and medications.
 - Select appropriate educational programs and initiatives related to pharmacy use.
- Reviews and approves pharmacy criteria, protocols, policies and procedures for appropriate drug utilization.

Credentialing Committee

The Credentialing Committee is composed of primary care and specialist providers from the contracted provider network, the Chief Medical Officer, Medical Director(s), QI & Accreditation Services, and the Credentialing Coordinator. The Credentialing Committee is scheduled to meet relative to network development activities and credentialing demands. The Credentialing Committee:

- Has decision-making authority regarding credentialing and re-credentialing of individual providers as either PCPs or specialists and organizational providers
- Responds to recommendations from the QM Committee regarding providers whose conduct adversely affects the quality of care provide by HealthSun
- Assesses the performance of providers including the re-credentialing cycle of individual providers utilizing the findings of medical standards review (adherence to medical record standards, clinical and preventive guidelines, patient satisfaction information, utilization patterns, risk management issues, and quality of care concerns)

Risk Management Committee

The Risk Management Committee is charged with overseeing the Risk Management Program of the health plan, as directed by the Board of Directors. The responsibilities of this Committee include, but are not limited to:

- Monitoring of potential risks in health care delivery of the health plan and its network of providers
- Review of all adverse incidents reports and performance of root cause analysis on such incidents with implementation of interventions as needed
- Patterning and trending of incidents over time
- Development of policies and procedures and on-going review of existing policies to ensure compliance with state, federal (CMS), and accreditation requirements

- Oversight of staff and network related to risk management issues and the provision of education to staff on risk management and incident reporting

The Risk Management Committee is comprised of the Risk Manager, Compliance Officer, Senior VP/QI & Accreditation Services, Part D, and other applicable health plan departments. The Committee must meet on at least a quarterly basis.

Compliance Committee

The Corporate Compliance Committee's goal is to ensure the plan's compliance with applicable State, Federal, Agency and CMS requirements including HIPAA privacy and security regulations.

The functions of the Committee include review and approval of the plan's Compliance Plan and corresponding policies and procedures that support the plan's compliance to all corresponding regulations, and contract requirement. This includes the oversight of the Plan's Fraud and Abuse Prevention Program and corresponding activities, maintenance and management of corrective actions plan imposed on the plan by any state and/or federal agencies including CMS and identification of areas of non-compliance and ensure implementation of corrective action plans to address the deficiencies. The Compliance Committee meets on at least a quarterly basis. Review of Delegation activities to ensure meeting regulatory requirements. The Committee supports HealthSun Health Plans, Inc. Compliance and Anthem's Medicare Compliance Committee. The Committee will direct and oversee HealthSun Compliance oversight activities affecting Anthem's Medicare Compliance.

Organizational Structure and Departmental Roles and Responsibilities:

The Chief Medical Officer serves as chair of the QM Committee, which itself includes senior management representation from all operational and administrative functions, including clinical, business, and administrative staff. The QM Committee has representation from all department heads and there are several committees, representing administrative and clinical staff from across the organization, that report directly to the QM Committee. This includes the Risk Management Committee (who also reports to the Board of Directors), Credentialing Committee, and other ad hoc committees established for the purpose of QI or related activities at the departmental structure and focus and creates system and dynamic responses that are truly organic in their approach and outcomes.

Executive leadership and department heads are responsible for company-wide commitment to data-driven quality improvement. As members of the QI Committee, leaders oversee all improvement efforts and ensure that adequate attention and resources are dedicated to QI initiatives from their functional areas.

The QM Committee and its subcommittees have representation from ALL operational areas relevant for each committee's charge. QI staff support these committees and all initiatives

regardless of their operational focus, and all departments are involved with improvement activities.

The Plan's management, staff, consumers/beneficiaries, and providers are active participants in the QI Program. They are essential in assessing the health care and service to the Plan members and recommending improvement strategies as needed. As an integral part of the QI Program, these participants will assist in identifying, planning, evaluating, and monitoring processes and outcomes related to member care and service. The QI program has a mechanism for enrollees to participate in the selection of project topics and the formulation of project goals.

HealthSun is committed to the integration of quality improvement activities throughout the organization. Activities may involve interface with provider contracting related to recommendations for contract status and developing contract language. Provider Operations staff works with QI and the Medical Management Department staff to address areas of concern. Provider Operations also conducts practice site surveys and facility assessments and works with quality improvement in developing improvement strategies.

The Credentialing, Provider Operations, and QI staff coordinate efforts regarding completion of credentialing activities.

Member Services is integrated into QI activities by providing data on members for follow-up to the QM Department. There is also a direct interface for processing member complaints and grievances both concurrently and retrospectively.

Roles and Responsibilities

The Board of Directors is the governing body of HealthSun and has accountability and oversight of the QI Program. The Board of Directors' has delegated annual review and approval of the QI Program, Program Evaluation and Work plan, which includes the evaluation of this MOC, to the QM Committee along with other responsibilities as outlined below.

The Board of Directors has delegated the following to the QM Committee:

- Review and approval of the QI Program (SNP & Non-SNP)
- Review and approval of the annual evaluation of the QI Program
- Review and approval of clinical and non-clinical QI studies and projects (including CCIP)
- Review and acceptance of the strategies and programs for the care and management of members with chronic conditions
- Ensuring that sufficient resources are allocated to accomplish the goals and objectives of the QI Program

The QI & Accreditation Services lead is responsible for the day-to-day QI activities. This individual works closely with the Chief Medical Officer and other health plan Medical Director(s) to ensure implementation of quality activities and ensures demonstrated health care improvements are achieved and with the Compliance Officer to ensure CMS and State related QI compliance. The QI & Accreditation Services lead is supported by the QI Departmental Staff.

Chief Medical Officer (CMO): A board-certified physician with an active license who has experience in Geriatrics as well as managed care and Medicare programs. With the assistance and support of the Medical Directors, the CMO is responsible for assuring the appropriate use of clinical practice guidelines as it applies to case management and providers and evaluates the effectiveness of the Model of Care. The CMO monitors the use of clinical practice guidelines via ICT conferences, review of medical records and Plans of Care, data analysis and peer review. The CMO is responsible for oversight of UM, CM, DM, QI, and Credentialing departments. The CMO is responsible for assisting in the design and implementation of the QI Program to ensure all quality activities are prioritized based on membership needs and will be appropriately integrated with Medical Management program. The CMO works with the Credentialing team to ensure current licensure and competency of providers.

QI & Accreditation Services Lead: A RN with an active license in the state of practice with over three years previous experience in Quality Management or a bachelor’s degree with over five years of experience in Quality Management. This individual will be responsible for planning and directing QI activities. The lead will oversee initiatives related to all QI programs as well as provider quality improvement processes while working with the Medical Management team to evaluate the effectiveness of the Model of Care. The Director oversees the development of an annual QI Work Plan and will be responsible for the annual QI Program Evaluation. The lead is responsible for reviewing and revising the QI Program Description, working with the Credentialing Manager to assure current licensure and competency of providers and is a beneficiary of the QI committee. The lead coordinates with senior leadership to address all QI initiatives.

Collaboration with other HealthSun departments

Clinical and service indicators of quality are established and monitored on a regular basis by different HealthSun departments to assess SNP plan performance. Key indicators are designed to reflect the demographic characteristics, prevalence of disease, and/or utilization of services of the enrollees. The monitors and indicators have targets established and are measured on a periodic basis with the frequency appropriate to the indicator as described in the SNP QI Work Plan. Benchmark information external to HEALTHSUN are used in setting goals or thresholds, when available. All indicators are trended for change over time and are included in the annual program evaluation. Indicators, which are outside established control limits, may provide the basis for quality improvement projects.

The Quality Staff performs routine review and evaluation of performance for those business partners supporting the MOC. The following includes but not limited to monitoring for MOC 1 Description of SNP population:

<i>Metric to Be Reported</i>	Data Source	System/Platform	Business Partner
<i>MOC 1</i>			
Number of new enrollees increased for the SNP	CMS MRR/TRR		Enrollment

Metric to Be Reported	Data Source	System/Platform	Business Partner
Cite the number of new enrollee qualifying disease states for the SNP	Enrollment/CM and Claims Data Files		Enrollment
Cite the number of dis \-enrollments for the SNP	CMS MRR/TRR		Enrollment
Age/Gender of the population for SNP type	CMS MRR/TRR		Enrollment
Income/Poverty level for SNP type annually	Marketing data for all service areas		Enrollment
Educational Level for SNP type	Marketing data, HRA		Enrollment
Disease state prominence within the population	No external data source unless PDE data is used		Strategic Initiatives Data Evaluation
Utilization of services by diagnosis for SNP type for inpatient/SNF/HH/specialty			Strategic Initiatives Data Evaluation
Behavioral health diagnosis, top 2-3 for SNP type	No external data source unless PDE data is used for BH medication class drug identification		Strategic Initiatives Data Evaluation
Percentage of duals YOY-SNP	CMS MRR/TRR-LIS Indicator		Strategic Initiatives Data Evaluation
Percentage of increase in SNP diagnosis eligibility month to month	CMS MRR/TRR		Strategic Initiatives Data Evaluation

Metric to Be Reported	Data Source	System/Platform	Business Partner
a) Utilization of certain benefits designed to support the target population-can be the highest cost benefits such as ICU, acute care, SNP <ul style="list-style-type: none"> a. Potentially Preventable Emergency Room Visits (PPVs) b. Potentially Preventable Hospital Admissions (PPAs) c. Potentially Preventable Readmissions (PPRs) 			Strategic Initiatives Data Evaluation
Marketing efforts for member engagement/education-this can be measured by the educational mailings done either through care mgmt. or marketing	No outside data sources		Marketing
Increase/decrease of the identified vulnerable population by service area-reported as those members who meet MVB stratification criteria (MDFlow)			Strategic Initiatives Data Evaluation

The following includes but not limited to monitoring for MOC 2: Care Coordination:

Metric to Be Reported	Data Source	System/Platform	Business Partner
MOC 2			
<i>Total SNP Membership Combined D SNP</i>			Clinical MOC Dashboard
<i>Total SNP Membership defined for SNP</i>			Clinical MOC Dashboard
<i>Initial HRA</i>			Clinical MOC Dashboard

Metric to Be Reported	Data Source	System/Platform	Business Partner
<i>Number of new enrollees eligible for an initial assessment</i>			Clinical MOC Dashboard
<i>Number of initial assessments performed within 90 days from the enrollment effective date</i>			Clinical MOC Dashboard
<i>Number of initial assessment performed after 90 days (but no more than 364 days of enrollment effective date)</i>			Clinical MOC Dashboard
<i>Number of initial assessment members refused to participate</i>			Clinical MOC Dashboard
<i>Number of initial assessment classified as unable to reach</i>			Clinical MOC Dashboard
<i>Annual/Reassessment HRAs</i>			Clinical MOC Dashboard
<i>Number of enrollees eligible for an annual reassessment</i>			Clinical MOC Dashboard
<i>Number of annual reassessments performed of eligible members due for a reassessment within 364 days of last HRA or the date of the initial HRA completion</i>			Clinical MOC Dashboard
<i>Total of reassessments performed after 365 days</i>			Clinical MOC Dashboard
<i>Total number of assessment/reassessments members refused to participate in</i>			Clinical MOC Dashboard
<i>Total number of reassessments unable to reach</i>			Clinical MOC Dashboard
<i>ICPs-Individualized Care Plans</i>			Clinical MOC Dashboard
<i>Number of enrollees eligible for an ICP</i>			Clinical MOC Dashboard
<i>Number of ICPs Completed</i>			Clinical MOC Dashboard
<i>Number of ICP Refusals</i>			Clinical MOC Dashboard

Metric to Be Reported	Data Source	System/Platform	Business Partner
<i>Number of ICPs unable to reach</i>			Clinical MOC Dashboard
<i>ICTs-Interdisciplinary Care Team Conferences</i>			Clinical MOC Dashboard
<i>Number of enrollees eligible for an ICT</i>			Clinical MOC Dashboard
<i>Number of ICTs Completed</i>			Clinical MOC Dashboard
<i>Number of ICT Refusals</i>			Clinical MOC Dashboard
<i>Number of ICTs unable to reach</i>			Clinical MOC Dashboard
<i>Transitions of Care</i>			Clinical MOC Dashboard
<i>Identify the number of members, by SNP, who had appropriate transition of care performed</i>			Clinical MOC Dashboard
<i>Measurable Outcomes</i>			Clinical MOC Dashboard
<i>Confirm each care plan includes goals, interventions and measurable outcomes</i>			Clinical MOC Dashboard

The following includes, but is not limited to, monitoring for MOC 3: Provider Network

Metric to Be Reported	Data Source	System/Platform	Business Partner
MOC 3-Report for SNP Type			
<i>Number of PCPs per county-Network Adequacy Report-by 5 designations</i>			Network
<i>Number of Specialists per county-Network Adequacy Report-by 5 designations</i>			Network
<i>Number of access/availability grievances or complaints about access to care/appointments</i>			Network
<i>Clinical Practice Guideline Adherence</i>	See MOC 4 Tab		Network
<i>Provider Education of MOC</i>			Network
<i>Network Provider Completion Rate</i>			Network
<i>Non-network Provider Completion Rate</i>			Network
<i>Improve Network Adequacy for Specialty Providers</i>			Network

The following includes, but is not limited to, monitoring for MOC 4: MOC Quality Measurement and Performance Improvement:

SNP MOC Metric to Be Reported	Data Source	System/Platform	Business Partner
MOC 4 Report SNPs			
<i>Colorectal Cancer Screening (COL)</i>			
<i>Care of Older Adult (COA - Medication Review, Functional Assessment, Pain Assessment)</i>			
<i>Use of Spirometry for COPD (SPR)</i>			
<i>Pharmacotherapy Management of COPD (PCE)</i>			
<i>Controlling Blood Pressure (CBP)</i>			
<i>Persistence of Beta blocker after Heart Attack (PBH)</i>			
<i>Osteoporosis Mgt in women post fracture (OMW)</i>			
<i>Antidepressant medication mgt. (AMM)</i>			
<i>Follow-up After hospitalization mental health (FUH)</i>			
<i>Transitions of Care (TRC)</i>			
<i>Potentially harmful Drug-Disease Interaction in elderly (DDE)</i>			
<i>Use of High risk Medications in elderly (DAE)</i>			

Key Stakeholder of SNP QI Performance

The QI Department develops communication of key elements reflecting the MOC performance and shares them across the Plan and with staff, providers, members and stakeholders such as the plan’s Board of Directors or QM Committee aligned with MOC 4 Element E requirements.⁸ The QI Department educates its stakeholders with updates regarding performance measures and/or changes in the model of care for the SNP via the documented meeting minutes, program evaluation documentation, Member/ Provider Newsletters.

⁸ SNP MOC NCQA: <https://stage.snpmoc.ncqa.org/wp-content/uploads/Model-of-Care-Scoring-Guidelines-for-CY-2022-1.pdf>

The QI Department makes information about improvements to the MOC available to providers and beneficiaries on at least an annual basis and more often if appropriate. To achieve true integration and initiate collaborative activities, information about the MOC and other quality program activities are communicated openly throughout the HealthSun provider network, posted on the health plan website, and made available to beneficiaries, community partners, and stakeholders.

Primary methods the QI Department will use to communicate this information include the following:

- Reports to committee meetings
- Formal newsletters
- Intermittent targeted mailings
- Electronic communications using HealthSun website and email where available

Results of final annual changes and recommendations is communicated to all involved stakeholders through written communication, including newsletters, bulletins, press releases, and face to face activities for issues pertaining to the providers network. All information is posted in the employees, members and providers webpages and is available for review by stakeholders and regulatory agencies, including CMS and AHCA.

The QI Department develops communication plans regarding results of the annual quality evaluation, which are reported within all committees that support the quality process. Results, barriers, best practices, and lessons learned are communicated through these committees. Results are shared with the Board of Directors annually.

In summary, the QI Department communicates a variety of information to all stakeholders who are defined to include providers, employed staff, members, and designated caregivers.

Examples of communications may include but are not limited to:

- Letters/memos/faxes
- Provider bulletins
- Committees
- Website

Performance results and any other pertinent information of the ongoing SNP MOC evaluation and progress towards goals are reported in the Organizational Quality Structure and validated at the QM Committee. These committees include key staff from all organizational areas. Changes and improvements to the MOC are also communicated through, staff meetings, work groups, regulatory trainings, and Board of Directors Meetings. The key stakeholders include but not limited to:

- Boards of directors.
- SNP personnel and staff.
- SNP provider networks.
- SNP beneficiaries and caregivers.

- The public.
- Regulatory agencies.

For providers and members, performance results and pertinent information are shared through:

- Newsletters
- Provider and member portals
- Provider meetings, scheduled throughout the year

If requested, results are shared with our state regulatory agencies.

Frequency of communications with stakeholders

The QI Department understands the importance of timely and effective communication among stakeholders. Therefore, Quarterly the QM Committee will meet and minutes will be given to executive leadership. Annually when the program is evaluated all stake holders will receive a summary of findings. A detailed report will be made available upon request and a summary is posted on the HSUN website.

Individuals Responsible for Communicating Performance Updates

The QI Director is responsible for all communications associated with healthcare aspects of the MOC. The Chief Medical Officer is responsible of communicating the quality performance of the MOC to the different stakeholders. The QM Committee chair and QI department lead is responsible of communicating issues regarding MOC performance to the QM Committee including the annual evaluation that outlines meeting of the established goals.

Other senior management staff may also be responsible depending on the topic that the communication addresses. For example, encouragement to network providers to participate in certain quality improvement projects, pertaining to the MOC, may also need the Provider Operations interventions.

SNP QI Program Documents

Model of Care

Program Description

The QI Department reviews and revises the SNP QI Program description at least annually and as needed.

Work Plan

The QI Department and QI Committee annually formulate the QI Work Plan with input from subcommittees, department managers, provider clinics, and delegated entities. The QI Work Plan is monitored and updated quarterly. The QI Work Plan includes the following:

- Objectives for the year and program scope,
- Activities planned for that year, including clinical care and service, utilization, care management, and disease management

- Time frame within which each activity is achieved,
- Person(s) responsible for each activity,
- Planned monitoring of previously identified issues, and
- Planned evaluation of the SNP QI Program.

Program Evaluation

The QM Committee formally evaluates the SNP QI Program. The assessment includes the following:

- Performance evaluation of MOC 1- 4
- Description of completed and ongoing QI activities,
- Trending of measures to assess performance in the quality of clinical care and quality of service through:
 - Analysis of whether there have been demonstrated improvements in the quality of clinical and quality of service to enrollees,
 - Evaluation of the overall effectiveness of the SNP QI Program, and
 - Evidence that quality and service activities have contributed to meaningful improvement in the quality of clinical care and quality of services provided to enrollees.
 - Recommendation for changes in QI activities to improve outcomes.
- Analysis of the QI Work Plan to determine if activities are being completed on time or if changes need to be made.

Committee Minutes

The QI Department maintains minutes for each QM Committee meeting. The minutes are dated and signed following the committee's review and approval.

Confidentiality

Confidentiality is observed throughout the QI Program. Internal staff and external participants and consultants to the program are made aware of the confidential nature of the proceedings as they occur. It is the responsibility of the QIC to develop and monitor the overall confidentiality policy. Confidentiality is observed as follows:

- Committee members sign confidentiality statements annually and all guests must sign confidentiality statements.
- Enrollees, prospective enrollees, and providers are informed of HealthSun's policies regarding the use and release of identifiable information.
- The QM Committee has been designated as the committee to assess and oversee corporate confidentiality policies and practices.
- Contracts with providers outline standards for confidentiality and providers are reviewed for the standards in the credentialing and re-credentialing process.
- To prevent conflict of interest, no person may participate in a review, evaluation, or final disposition of any issue/case in which he/she is or has been professionally involved or

where judgment may be compromised.

- All policies and procedures meet the standards as identified in the Balanced Budget Act Of 1997 (BBA) regarding Health Insurance Portability and Accountability Act of 1996 (HIPAA) and confidentiality and privacy of health information.

Signatures

This QI Program description was reviewed and approved by the QM Committee on November 5th, 2023.

CARE MANAGEMENT PROGRAM 2026

SPECIAL NEEDS PLAN

HealthSun Health Plans' (HSHP) Dual-Special Needs Plan (SNP) Care Management Program is designed to implement a comprehensive integrated series of services and processes that actively optimizes the use of the health plans benefits and health care resources available to its SNP members while maintaining a high quality of patient care. The Care Management Program serves to coordinate the delivery of medically appropriate, cost effective healthcare for those identified members who suffer from persistent, chronic, substantially life threatening and/or altering conditions that require focused treatments and interventions that span across a variety of domains including medical, social, functional, financial and behavioral. The Care Management Program requires active participation of plan network physicians as well as HealthSun Plans' Chief Medical Officer and/or medical director(s), medical management staff, and physician reviewers.

The key components of the program include the identification of those SNP members who are most vulnerable and demonstrate a high risk for potential complications of their condition(s), evaluation of needed healthcare services and resources to support their needs, and the implementation of goals and interventions that facilitate improved health care outcomes through continuity and coordination of their healthcare needs. Additionally, decision protocols (criteria) used by HealthSun are based upon evidenced based clinical practice guidelines and input from network providers who participate in the development and/or adoption of such criteria. This evidence based clinical guidance is reviewed and approved at least every other year by the Medical Director. To support the care management processes, HealthSun has employed both permanent and contracted staff to provide a seamless process that focuses on episodes of care, catastrophic events and/or chronic illness, mental health, social and end-of-life needs of these special needs members.

This program is governed by and in compliance with the regulatory requirements set forth by the Centers for Medicare and Medicaid Services (CMS) as described in 42 CFR §422.101(f)(i)¹; 42 CFR §422.152(g)(iv)²; Medicare Managed Care Manual³, Chapter 16b, Section 20.2 and Chapter 5, Section 20.2.1 and 20.2.3.

^[1] Electronic Code of Federal Regulations- https://www.ecfr.gov/cgi-bin/text-idx?node=pt42.3.422&rgn=div5#se42.3.422_1101

^[2] Electronic Code of Federal Regulations- https://www.ecfr.gov/cgi-bin/text-idx?node=pt42.3.422&rgn=div5#se42.3.422_1152

^[3] Medicare Managed Care Manual- <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/CMS019326>

WHAT MAKES A MEMBER ELIGIBLE TO BE A PLAN MEMBER?

Eligibility Requirements

- Have both Medicare Part A and Medicare Part B
- Live in our geographic service area. *Incarcerated individuals are not considered living in the geographic service area even if they are physically located in it.*
- Being a United States citizen or are lawfully present in the United States.
- Meet the special eligibility requirements described below.

Special Eligibility

Requirements D-SNP Eligibility Requirements

Our plan is designed to meet the needs of people who receive certain Medicaid benefits. To be eligible for our plan the member must be eligible for both Medicare and Medicaid.

C-SNP Eligibility Requirements

Our plan is designed to meet the specialized needs of people who have certain medical conditions. To be eligible for our plan, the member must have Cardiovascular Disorders, Chronic Heart Failure, and/or Diabetes. *Please note: If the member loses the eligibility but can reasonably be expected to regain eligibility within 2-month(s), then the member is still eligible for membership in our plan.*

I. OVERVIEW GOALS AND OBJECTIVES

HealthSun Health Plans' Care Management Program has been designed to ensure effective and efficient utilization of resources that provide these members with the continuity and coordination of appropriately needed services to ensure the best outcome for each individual member. The program aims to identify and implement cost-effective practices to meet the health care needs of members in all health care settings.

The Care Management Program Goals are to:

- Provide a single point of contact for the SNP members.
- Improve access to essential services such as medical, behavioral health and social services.
- Improve access to affordable and quality care.
- Improve the coordination of services through the engagement of the members and/or their caregiver, treating providers and assigned Case Manager (CM).
- Improve member engagement in the SNP Care Management Program through increased participation in the completion of the Health Risk Assessment (HRA) tool, Individualized Care Plan (ICP) development and Interdisciplinary Care Team (ICT) meetings.
- Improve the members' Transitions of Care (TOC) by creating a seamless process between all settings, providers and health services.

- Implement and manage the specific goals/initiatives outlined in the Chronic Care Improvement Program (CCIP) directly to the SNP members (Refer to the CCIP Description and Quality Program Description).
- Improve and ensure the appropriate utilization of services.
- Improve the members' health outcomes.

The Care Management Program Objectives are to:

- Ensure the delivery of quality based Case Management (CM) services by:
 - Coordinating a population-based CM model that assist in managing a members' health care needs using resources that promote focused and positive healthcare outcomes.
 - Identification of at-risk members and those most vulnerable to provide focused and appropriate interventions that foster ongoing health maintenance and improvement.
 - Removing barriers that interfere in a member being able to receive appropriate care and treatment for care as well as other needs such as housing stability, food security, and access to transportation. Serving as a member advocate in coordinating multiple health care resources to avoid unnecessary hospital admission or readmissions.
 - Promoting wellness and prevention across the continuum of care.
 - Assisting in linking members to community resources.
 - Assessing a members health educational needs, providing them with self-help tools and directing them to the appropriate resources that will support their health care needs.
 - Coordinating Transitions of Care when required to ensure continuity of care provided and avoid the interruption of care/services.
 - Improve medication management and adherence through a Medication Therapy Management Program (MTMP).
 - Improve member health outcomes through the coordination of Medicare and Medicaid benefits as demonstrated by documented case interventions.
- Monitor the progress toward achieving stated goals and provide evidence of action the SNP Care Management Program will take if the goals are not met within the expected timeframe.
- Ensure CM activities comply with the SNP Model of Care (MOC) as well as all CMS, Code of Federal Regulation, local, state and national regulatory requirements and guidelines.⁴
- Identify, develop, and implement cost-effective programs to meet selected health care needs of HealthSun members in the most effective and appropriate settings.
- Oversee, monitor, and review the adequacy of health care delivery, making recommendations relative to the provision of health care services, utilizing quality improvement techniques.
- Identify, develop and implement cost effective standards of care that reflect the quality and service commitment of the providers as well as the expectations and needs of the members.
- Ensure that providers are able to serve as an advocate for members.

^[4] CMS Managed Care Manual Chapter 5 and 16b:
<https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Internet-Only-Manuals-IOMs-Items/CMS019326>

II. **STAFF ROLES AND RESPONSIBILITIES**

HealthSun's Board of Directors retains ultimate responsibility and authority over the SNP Care Management Program through the Quality Management Committee. The Quality Management Committee reviews the program on an annual basis by conducting an annual evaluation, the results of which are shared with all appropriate stakeholders. To achieve the goals of the Care Management Program, the health plan employs a system-wide approach through on-going collaboration with the Chief Medical Officer and/or medical directors, the organization's medical management staff, network physicians, and other ancillary providers in order to apply case management activities throughout the health plan and its network of providers.

HealthSun utilizes priority evidenced-based logic/technology within the care management platform to validate eligibility of the SNP members for the Care Management Program, beginning with enrollment into the plan. The clinical staff within the Care Management Program, including but not limited to the Case Manager (CM), Medical Director and the members' primary care physician team, are responsible for identifying the members' health care services, needs, barriers to care, and coordinating services required to support the members throughout the care continuum.

The SNP Care Management Program relies on the following staff roles and responsibilities to implement the above outlined goals and initiatives:

A. Chief Medical Officer

The Chief Medical Officer (CMO) has the overall responsibility for ensuring that quality medical services are provided in the most efficient and cost effective manner. The CMO serves as a resource and medical liaison between the Plan and the local delivery unit's care management, utilization and quality management and other medical delivery issues such as continued stay review and retrospective review of identified cases. The CMO, medical director(s), and/or physician advisors, participate in all referrals from the medical management staff and denials of services. This individual also coordinates the involvement of other specialist and practitioners as needed in the review of cases.

B. Medical Director (MD)

The Medical Director will be a board certified physician with an active license in the state of Florida, who provides clinical leadership and guidance for all clinical aspects of the SNP program. The Medical Director reports directly to the CMO of HealthSun and will be a member of the executive leadership team. The Medical Director has a central role in implementation of the SNP program through leadership, facilitation, and communication. The Medical Director provides clinical expertise in clinical quality improvement (QI) initiatives and utilizes medical training and experience, along with managerial skills, to lead the SNP team in accomplishing program objectives for improving care and service to members. This MD is responsible for oversight of clinical decision-making aspects of the SNP program and plays an important role in communicating and collaborating with members, practitioners, providers, delegated entities (as applicable) and external review vendors. The Medical Director conducts consultations with the SNP care management staff including, but not limited to CM, Utilization management (UM), QI and Pharmacy, to provide education on appropriate member

interventions based on assessment results, and clinical education related to the clinical conditions of members. The Medical Director also provides peer consultations with practitioners and may conduct outreach calls to members, as need is identified.

C. Manager/Director of SNP Care Management

The Manager/Director is either an RN or Social Worker with an active unrestricted licensure or certification in a health or human services discipline within the state of Florida that allows the professional to conduct an assessment independently as permitted within the scope of practice of the discipline; three years' full-time equivalent of direct clinical care to the member (specific experience may include home care, discharge planning, rehab, long-term care (LTC); experience in a supervisory/leadership role; and experience with Medicare/Medicaid programs. The Manager/Director is responsible for the following:

- Providing leadership and overall operational day-to-day responsibility for the effectiveness of CM for SNP members' activities across the continuum of health to assist staff in meeting members' needs and achieve departmental goals.
- Overseeing appropriate delivery of the SNP program by the CM as outlined within the MOC and the Agency for Health Care Administration (AHCA) contract that includes completion of the HRA, Initial Care Plan, and ensures the Care Plan will be implemented and updated annually and/or as needed.
- Ensuring the screening, assessment, planning, facilitating, monitoring, and adjustment activities for members in CM/DM is performed appropriately, making recommendations for program changes when indicated.
- Ensuring all CM/DM activities are being performed based on the policies and procedures that support the program.

D. RN Case Manager

The Registered Nurse (RN) Case Manager (CM) is an RN who has an active license in the state of Florida with experience in managed care, Medicare and/or Medicaid and/or with the SNP population. The CM is responsible for the following:

- Assisting the member in the timely completion of the HRA as well as performing annual updates and completing any/all additional condition specific assessments that will support the application of the members' care need;
- Coordinating the members' care based on the findings identified within the HRA as well as other data sources that support the member management process;
- Creating and updating the members' ICP in coordination with the member/caregiver and Primary Care Physician (PCP) to develop and execute interventions and goals within the care plan;
- Organizing ICT meetings for management of the members' health needs through the care plan and documenting within the members' case the outcome discussion;
- Acts as a liaison for the ICT in conjunction with the PCP (gatekeeper) and the member/caregiver;
- Collaborating with other care management team members to support the member through TOC events;

- Assisting the member to avoid further downgrade of condition(s) by placement at the appropriate level of care;
- Providing resources and benefits available to assist and educate the member/caregiver to develop and/or improve self-management skills and achieve quality of life;
- Reviewing and approving stratification data of the member and/or revises based on an assessment of the member's needs;
- Making updates to a members' ICP when there is a status change or completion of interventions or goals;
- Coordinating and implementing both the members' care needs when appropriate and as allowed within the regulatory and benefit guidelines;
- Facilitating and expediting the access to specialists, services and therapies, including the seamless transition between facilities and levels of care to ensure seamless care coordination; and
- Being the primary contact for the member/caregiver, PCP, specialists and ancillaries related to the Care Management Program.
- Documenting in the members' case accurately and timely to ensure coordination of the member's care needs; and
- Adhering to all CMS, Code of Federal Regulations, local/state/national regulatory requirements and guidelines as well as those outlined within the MOC and the AHCA contract.

E. Social Worker

The Social Worker (SW) has an active license in the state of Florida with experience in managed care, Medicare and/or Medicaid and/or with the SNP population. The SW is to be responsible for the following:

- Performing psychological, social and economic care management interventions for members with severe/persistent mental or emotional disorders;
- Performing telephonic behavioral health comprehensive assessments of members' environmental, behavioral, psychological, economic and social factors;
- Assisting in the development of individualized and culturally sensitive care plans in collaboration with the member's assigned CM, identifying problems, interventions, barriers and goals;
- Performing telephonic re-assessments, care plan revisions and evaluating the effectiveness of the members' care plan;
- Establishing a therapeutic relationship based on knowledge of human behavior, well developed observational and communication skills;
- Recognizing early signs of a members' decompensation that requires immediate case management intervention that promotes and motivates compliance with treatment plan;
- Serving as an additional point of contact during transitions of care;
- Co-managing member cases with the CM to address psycho-social, economic and cultural issues that may impact the members' care needs;
- Serving as a primary socio-economic resource for the SNP Care Management Team;
- Intervening at the member and provider level when appropriate;

- Documenting in the members' case accurately and timely to ensure coordination of the members' care needs; and
- Adhering to all CMS, Code of Federal Regulations, local/state/national regulatory requirements and guidelines as well as those outlined within the MOC and AHCA contract.

F. HRA Specialist (Non-Clinical)

The HRA Specialist who is a Health Program Representative is responsible for the following:

- Supporting the CM in outreaching to the members to ascertain completion of the HRA when needed;
- Serving as a contact for the SNP members to coordinate CM engagement;
- Assisting members in the coordination of services when appropriate and under the guidance of CM;
- Working closely with the CM and/or SW staff regarding socio-economic issues, such as needed community services or to assist in the establishment of appropriate access to care;
- Generating and coordinating various member and provider written communications;
- Documenting in the members' case accurately and timely to ensure coordination of the members care needs; and
- Adhering to all CMS, Code of Federal Regulations, local/state/national regulatory requirements and guidelines as well as those outlined within the MOC and AHCA contract.

G. Transition of Care Coordinator (TOC) (Non-Clinical)

The TOC Coordinator is responsible for the following:

- Assisting in the coordination of transitions of care that includes, but are not limited to, skilled or rehabilitation facilities, home care services, durable medical equipment (DME) and outpatient treatment services (i.e. rehabilitation services)
- Review of daily census to track and report to the CM daily all pending and immediate member discharges to identify additional transitional needs and alert the CM of the members pending discharge status.
- Validating the location and contact information of the members post discharge.
- Validating the available discharge summaries and attaching them to the members' cases within the care management system.
- Assist the members in coordinating transportation to appointments, as needed.
- Conducting timely follow-ups with the members and/or their designated caregivers post transition to ensure planned services have been provided as planned.
- Communicating with the members' PCP/Specialist to ensure member had a discharge follow up appointment within 7 days of discharge.
- Providing the Concurrent Reviewers and CM with ongoing support throughout the entire transition process.

H. Interdisciplinary Care Team (ICT)

The ICT is comprised of the member and/or their caregiver, the member's primary care or specialist physicians, the HealthSun CM, Medical Director and Pharmacist, and any ancillary

providers, including dietitians who are actively engaged in the member's care needs. The CM is the primary point of contact and is responsible for the coordination of meetings and documenting within the member's case any outcome of discussions that occurs with the ICT and providing copies to the team members when necessary. The primary role of the ICT is to assist in the development of the member's ICP in collaboration with all parties involved that includes, but is not limited to, establishing a self-management plan that identifies both short and long-term needs, interventions and goals. The ICP is revised in accordance with a member's risk stratification level (see below section for risk stratification process outline)

III. CARE MANAGEMENT PROGRAM DELIVERY

A. Confidentiality and Release of Patient Health Information (PHI)

All SNP Care Management staff adhere to all applicable federal and state regulations, which are designed to safeguard the rights and privacy of the members enrolled in the health plan. Authorization is required and obtained from the member or their designated caregiver to use or disclose the members' PHI, unless otherwise permissible by law. If the member has a designated caregiver, there must be a valid document, such as a Power of Attorney, Healthcare Proxy, Guardianship, or HIPAA Authorization for Use and Disclosure form, to support the release of any information.

Disclosure of a member's PHI is considered permissible in the performance of the SNP Care Management if it is made to the following entities:

- Providers who are actively engaged in designing and/or implementing a treatment plan and/or
- Government agencies are required to fulfill their legal responsibility, when appropriate. Documentation must be included as to the purpose for requesting the information and the legal responsibility held by the governing agency.

If disclosure of PHI is required through a court order, the request is referred to the Compliance and Privacy Department for evaluation and management of the request. They are responsible to review and authorize the legitimacy of the information, determine what information is being requested, the purpose for disclosure and identify the limitations of the PHI to be released. All PHI files are stored in the secured care management system, accessible only by the designated person(s) listed within the request and stored for the appropriate length of time as required by legal statute. The system stored PHI is protected through a multi-level security process, which prevents access by unauthorized staff and/or person(s).

B. SNP Case Management Engagement

Eligibility for the SNP Care Management Program occurs automatically at the time of the member's completed enrollment in the SNP Plan. Members are assumed to be in the program

unless they choose to opt-out even when the Case Manager determines they should opt-in based on their criteria, which can occur through a call from the member or their authorized representative to the Care Management department. If opting out, HealthSun will continue to monitor changes in health status and opportunity to re-engage. Additionally, the re-engagement referral may come from a practitioner, discharge planner, UM and/or member/caregiver.

For those members who have not completed an HRA, the HRA Specialist in coordination with the CM will make several outreach attempts via phone call to obtain a completed HRA. An Unable to Reach (UTR) letter is sent to the member and/or their authorized representative and the members' primary care physician (PCP) if outreach calls are unsuccessful. The PCP is asked to assist in completing the HRA in coordination with the member and returning a copy to the plan for input into the member's case file. (See full policy for HSHP_Initial_FollowUp_HRA Process and UTR Process along with HRA Workflows).

The CM contacts a new member within the first 90 days of enrollment to welcome them into the program and provide information regarding the SNP Care Management Program, including the purpose, reason for eligibility, and process for participating. A follow up mailing will occur post the initial welcome call to provide the member with additional information about the program and include the CM contact information. Additional communications are arranged thereafter that are dependent upon the member's needs and risk stratification, which includes educational mailings and a copy of their ICP.

C. Monitoring for SNP Care Management Enrollees

The SNP Care Management Program provides specialized case management, chronic condition education, care transition support, end of life and behavioral health management services to members with medical and/or behavioral issues or problems that may affect their quality of life and health outcomes. Examples of the Care Management activities from which interventions are developed include the:

- Degree and complexity of illness/condition(s) that is severe or complicated and/or
- Level of treatment/management that is intensive and/or complex and/or
- Amount of resources required to regain or maintain optimal health or improved function that is extensive, requiring complicated coordination.

Early identification and effective management of targeted SNP members can result in improved quality of care and reductions in inappropriate medical costs. Members who have or are expected to have health care needs that require extensive use of medical resources are assessed for tailored care management services. Although services are customized in the member's Individualized Care Plan, Most Vulnerable Beneficiaries (MVB)/High-risk members often use more services and require more tailored services due to the complexities of their needs. Such services include, but are not limited to, the following:

- Post discharge plan program
- Pharmacy program
- Home Health Aid services

- End of life or palliative care services
- Coordination of community and benefit resources
- Cultural and Linguistic resource services

SNP members are monitored by the SNP Care Management staff for any changes in their health or living conditions, such as the following:

- Newly diagnosed chronic conditions (three or more major diagnoses).
- Members with two or more of the following:
 - Acute care admissions for management of a chronic condition within six months;
 - Emergency room visits within three months;
 - Lack of adherence to prescribed medications; or
 - Lack of adherence with physician visits or other services.
- Complex care transitions, including alternative placement and complicated discharge plans.
- Underutilization of services.
- Socioeconomic indicators – suspected elder abuse/neglect, homelessness, poor living conditions, lack of water or electricity, lack of food, limited access to transportation and no known support system or limited financial resources.
- Falls within the last six months.
- At risk for unplanned care transition (example: frail member living alone with cognitive impairments and complex medical regimen).

D. Components of SNP Care Management

As stated above, the members will receive the initial Health Risk Assessment (HRA) that is included within their Welcome Kit. The HRA is completed as expeditiously as possible, but no later than ninety (90) days from the date, the member is enrolled into the SNP plan. The CM team is responsible for ensuring that the HRA has been completed and will attempt to have the HRA completed within the first 30 days of beneficiaries' enrollment if possible (see full policy for HSHP_Initial_Follow-Up_HRA Process). The CM team utilizes the SNP Care Management system to enter the HRA information and then will coordinate a follow-up call in accordance with the members identified risk level that is determined by HealthSun's proprietary stratification process and/or the HRA tool when completed. The stratification process is used to assist in improving the care coordination process by triggering the intensity and frequency of care management required to support a member's health care and psychosocial needs.

The CM will outreach to the member to review the HRA findings and create an ICP that supports the member's health care needs. Goals and interventions are reviewed for member engagement into the care plan process. A SNP Care Management letter is mailed to the members within 30 days, confirming their ongoing participation in the program. A separate letter is sent to their PCP no later than 30 days informing them of their patient's participation in the SNP Care Management program and explaining the components of the program. The primary care physician will also

receive a copy of the members ICP. If the member is applicable for other programs (e.g. CCIP), the CM will update the ICP to reflect that as well.

The HRA will be updated by the CM on an annual basis and/or sooner if there is an unexpected change in the member's health status or treatment.

E. Ongoing Care Management

Ongoing follow up with each SNP member/caregiver occurs on a frequency based upon the assigned risk level, which is automatically assigned by the Care Management System upon HRA completion. For members participating in the Care Management Program, the following risk factors are used to determine their risk level and outreach coordination:

Low Risk (scoring correlates with, but is not exclusive to a member's condition being stable, few co-morbidities, stable support system and/or access to care).

- Review of ICP progress towards completion of interventions and achievement of care plan goals (frequency dictated by individualized care plan, which is reviewed and modified every 180 days or at a minimum annually after completion of the HRA) updating the care plan when there is a health status change and annual care planning. The annual HRA is also used when performing an update to the ICP.
- Reassessment and evaluation of risk stratification by members of the ICT (i.e. CM with assistance as needed from Medical Directors, Clinical Manager and/or PCP) for significant changes in member's health and annually.
- Monitoring of adherence to treatment regimen and guidelines.
- Educational needs identified through the HRA (e.g., fall risk prevention) will be identified on the ICP (i.e., care plan) and addressed with the member/caregiver through follow-up calls or home/facility visits and periodically thereafter to enhance knowledge and self-management.
- ICP will address all individualized HRA findings in correlation with the risk stratification findings as well as interventions that support the findings and implementation of the ICP that includes but is not limited to referrals and coordination of services with providers and access to benefits.
- Copy of care plan sent to PCP and/or specialists who will be encouraged to provide input and actively participate in those goals identified within the Care Plan.
- Ongoing monitoring of utilization to assist in evaluating disease status.
- Effective communication with ICT providers through care coordination of appointments, primary/specialist care, transportation, and other assistance as needed to facilitate care for the members.
- Transition of care assistance and interventions for planned and unplanned transitions to and from a hospital, nursing facility, rehab or other. If hospitalized, on-site or telephonic hospital reviews by the Concurrent Review Nurse who will assist with discharge planning, transition of care interventions and referrals, as indicated.

Moderate Risk (scoring correlates with, but is not exclusive to, member's condition and needing assistance to improve self-management and access to care), includes all of the above with the following additional CM expectations.

- Regular review on ICP progress towards completion of interventions and achievement of care plan goals (frequency dictated by individualized care plan, reviewed approximately every 3-6 months), updating the care plan when there is a change in a members health status or risk stratification and annual care planning review and revision. The annual HRA update is utilized when performing an update to the members' ICP.
- Increased frequency of calls and/or meetings with member/caregiver and other members of the ICT to meet the members' increased identified needs.
- Additional assessments as identified and updating the ICP with any additional findings including interventions.
- Symptom management including addressing needs such as working with the member on health goals and avoidance of exacerbations.
- Provide additional emotional support to the member and/or caregiver as needed.

All of the above activities for Low and Moderate Risk are performed with a call frequency of at least once a month. Additional calls will occur as often as needed and/or as required by the members' health status changes.

High Risk (scoring correlates with, but is not exclusive to, condition(s) uncontrolled and/or multiple exacerbations and/or co-morbidities with higher support needs to improve self or caregiver management and access to care):

- Review of the ICP in correlation with the ICT to ensure interventions are appropriate and goals are being met.
- Adjustments to the ICP may need to occur more frequently with this risk population as their health status may change at frequent intervals due to their vulnerability and/or due to frequent changes in their condition.
- High risk members may require contact more frequently depending upon their health status and needs.

Complex/High Risk

For beneficiaries who are in this risk group, reassessment, review, and modification of the ICP occur every 30 days or more often based on member care needs. Member outreach occurs once per month to the beneficiary to track and monitor progress. As those stratified as high risk, modifications are made based on the beneficiary's priorities and preferences.

Reassessments and reviews also occur at the time of any significant new diagnosis, change in health status, increase in use of acute health care services, hospitalization, emergency department visit, and anytime there is a transition in care (i.e., those times when a beneficiary moves from one practitioner or setting to another)

The CM will communicate the member's risk stratification results to the ICT. The identified health risk is documented in the ICP as described above and with member outreach assigned based on the below table:

Risk Group	Acuity Level Description	Expected Frequency of Outreach/Contact
Complex/ High	<p>Member's clinical presentation is volatile and apt to lead to more serious injury/illness and/or exacerbation of condition warranting an inpatient stay on an Intensive Care Unit; OR</p> <p>Member has suffered a recent exacerbation or injury/illness and has been provided resources to help stabilize situation but is not considered clear of any risk of returning to an unstable status.</p>	At least once a month or sooner if needed.
Moderate	Member has suffered a recent exacerbation or injury/illness and resources are in place to help stabilize, and member is at moderate risk of suffering further decrease in health.	At least every 3-6 months days months or sooner if needed.
Low	Member is well connected to resources and demonstrates ability to effectively self-manage health care.	At least once every six months but at a minimum annually or sooner if needed.

F. Individualized Care Plan (ICP) and Interdisciplinary Care Team (ICT)

As stated above, a comprehensive reassessment occurs when there is a significant change in a member's condition or treatment or needs, however, a follow up HRA is performed annually, at a minimum. The individualized care plan is revised when the member's condition or treatment significantly changes or at a minimum annually (please reference HSHP_PP_ICP Policy for further details). During each contact with the member by the SNP CM staff, progress against current care plan goals are documented in the electronic care plan.

The ICP remains an important part of the member's care coordination process. The CM is responsible for the development, implementation and updating of the members care plan and sharing this information with the ICT. The ICP is completed within the first 30 days after the completion of a member's HRA and updated as a member's health care status needs change. The key components of the HRA are implemented into the care plan along with, but not limited to the following:

- Results/problems identified from the HRA including risk stratification and other assessment findings (health conditions; environmental, psychosocial, and cognitive challenges; functional limitations; social and behavioral problems, etc.)
- Key contact person for communicating Care Plan recommendations, on-going transition of care needs, etc. (i.e. Member, Caregiver, or Legal or Authorized Representative)
 - Member/Caregiver/Legal or Authorized Representative contact information
 - PCP information
 - ICT information
- Member's preferences for communication (i.e. telephonic, face-to-face, written), including barriers to communication (i.e. hearing impairment, visual impairment, etc.).
- Member's pharmacy data available and confirmed with member.
- Member's preferences for care and planned interventions (as agreed to by the member/caregiver).
- Measurable short and long-term goals. These include member/caregiver self-management goals and objectives, which allows members to attain success while moving forward on easily obtainable objectives.
- Identification of barriers to achieving goals, including:
 - Any cultural or linguistic considerations
 - Limits with activities of daily living, cognitive function, visual or hearing impaired
 - Social determinants of health
- Behavioral Health (BH) referrals to delegated entity, when applicable. This will be included as part of the member's ICP for ongoing management and monitoring for identified goals and interventions in correlation with the BH provider.
- Measurable outcomes for goals Met, Not Met, or Unable to fully meet due to identified barriers and evidence of how goal was achieved as appropriate.
- Specific preferences, services and benefits required to accomplish goals or that will improve the member's status (i.e. standing authorized referrals for a chronic condition, transportation, community resources including support groups, home safety assessment, referral to disease management, risk prevention programs, wellness, etc.).
- Documentation of referrals made to specific disease management programs.
- Add on benefits identified that would further meet the member's specific care needs including those identified as being most vulnerable. The benefits will be tailored to support the member's needs based on identified preferences (i.e. supplemental meals, additional transportation, assistance for activities of daily living, etc.). These benefits will be offered to include members that are frail, disabled, approaching End Stage Renal Disease (ESRD) after enrollment, end-of-life, and those experiencing multiple or complex chronic conditions.
- Ongoing documentation of all communications, interventions and ongoing care needs including any updates and/or revisions that have been made within the ICP.
- Additional assessment will be completed when necessary to identify the extent of a member's condition and risk, which will be included in the ICP.

All members will have an ICT (Details in ICT P&P) that is comprised of different professional disciplines that support a members care needs.⁵ The primary participants include, but are not limited to, the member and/or their caregiver, PCP and/or specialist, health plan's CM, Medical

Director and/or SW, Pharmacist and any additional clinical or ancillary staff such as behavioral health and dietician.

Internal weekly or bi-weekly interdisciplinary rounds are held that include the Concurrent Review team as well as the assigned CM when there is a SNP member who is in an the inpatient setting and requires coordination of care and services for a safe and timely discharge. This is separate from and in addition to the formal ICT meetings that are outlined within the ICP Policy (refer to HSHP ICT Policy). The CM is required to attend these meetings when appropriate and responsible for documenting any discussions and outcome results within the care management system that may affect the members' outcome. The CM is also responsible for making any adjustments to the ICP when needed and sharing these changes with the ICT membership.

G. Care Management Program Case Closure

As stated, a member is automatically enrolled and remains in the Care Management Program for the duration of their enrollment in the SNP plan. A member's case will only be closed if one of the following occurs:

- The member disenrolls from the health plan
- The member expires

A member may Opt-Out of the Care Management Program, however they will continue to receive care planning with education and monitoring of utilization for assistance with an intervention in transition of care needs and wellness needs (similar to those members who are low risk).

H. Initial and Annual Training

All staff, both employed and contracted, are required to undergo the SNP Model of Care training. This will be done at time of hire and annually. Training will include, but not be limited to, the following:

- Medicare 101
- Coordination of Medicare and Medicaid
- Linguistic and Cultural Sensitivity
- Specialized Tailored Benefits to Meet SNP Member Needs
- Care Management Process Overview
- Care Management MOC Requirements (i.e. HRAT, ICP, ICT, etc.)
- Transitions of Care Process
- Quality Improvement Program
- Chronic Care Improvement Program

In addition, the CM will receive initial and annual or as needed training specific to the Model of Care of the SNP, which includes but is not limited to the following (also see attachment SNP CM Training):

- Full review of benefits and add-on services

- Behavioral health referrals and access to care
- Coordinating Home and Community Based Services; locating resources to address social barriers affecting ability to seek appropriate medical / behavioral health care and close gaps in care, e.g. transportation, food, clothing, housing, etc.
- Coordination with the ICT (physicians, social workers, community support workers, caregiver, etc.) to increase compliance with the plan of care
- The SNP Care Management goals
- Health Risk Assessment and Stratification
- Care Plan Development and documentation in the Care Management electronic system
- Evidence-based, nationally recognized guidelines
- SNP policies and procedures
- Educational materials for the SNP: specific processes and workflows of care management for the program are reviewed as well as evidence-based guidelines

I. SNP Care Management Program Annual Evaluation and Revision

It is the responsibility of the plan's QI Department to perform no less than annually, an evaluation of this Care Management Program. This program is reviewed against its goals and objectives and success in meeting the goals/objectives.

Components of the evaluation include:

- **Population Assessment:** Annually, the entire health plan's population characteristics and needs are assessed, resulting in any needed changes to the case management and disease management processes and resources to address the SNP member's needs. The population assessment is a component of the Model of Care and Care Management Evaluation, which is performed annually by the plan's Quality Department and staff with oversight by the QI & Accreditation Services Lead. The Quality Management Committee approves the annual evaluation and updates.

The population data collected and analyzed includes but is not limited to: gender, age, language, educational level and geographic location. Utilization data is collected and analyzed for Medicaid/Medicare members in the D- SNP program that identifies the utilization of benefits/services and top 10 diagnoses and/or comorbidities. Sources for data include, but are not limited to HEDIS data, enrollment data, risk management data, utilization management data, grievance and appeals, member feedback (e.g. call center reports, surveys), health risk assessment data, marketing and pharmacy data. Other sources of data may include National Committee for Quality Assurance (NCQA) benchmarks, Accreditation Association for Ambulatory Health Care (AAAHC), State of FL healthcare quality annual report, Center for Disease Control and Prevention (CDC), and Florida's annual health EQRO report.

- **Measuring Effectiveness:** The SNP Care Management Program is evaluated and updated annually by the Manager/Director of the SNP Care Management, Chief Medical Officer and the SNP Medical Director. Annual evaluation and updates are approved by the QM Committee.

Annually, measures of the SNP Care Management effectiveness are identified and analyzed using the following methods:

- Identifying a relevant process or outcome.
- Using valid methods that provide quantitative results.
- Setting a performance goal.
- Clearly defining measure specifications.
- Analyzing results.
- Identifying opportunities for improvement, if applicable.
- Developing a plan for intervention and re-measurement.

Based on the results of the effectiveness measurement and analyses, at least one intervention to improve the SNP Care Management performance is implemented. Re-measurement is performed, using methods consistent with initial measurements.

Attachment(s):

CM Organizational Chart
CM Work Flow
MDFlow Training Manual
CM Training PPT
Transition of Care Process

Applicable Policies/Procedures:

HSUN_PP_CM Policy HSUN_PP_HRA_INITIAL_FOLLOW UP HSUN_PP_TOC
HSUN_PP_ICP HSUN_PP_ICT HSUN_PP_AFTER HOURS

Forms

Forms and Spanish versions of the following forms are available on the plans website:

www.HealthSun.com

Providers can also request by contacting the Provider Help Line included in Key Contact List included with this manual.

Model Waiver of Liability Statement
Coverage Determination Request Form-English
Vacation Supply Request
B vs D Coverage Determination Form- English
Grievance Appeal- English
Part D Determination of Denial-Englis
Lost, Damaged, Stolen Medication Form
Hospice Information
Preclusion Attestation
Appointment of Representative
SNP MPC Training and General Compliance Attestation

