UnitedHealthcare Insurance Company for the Medicaid RIte Smiles Program

Amendment No. 2

THIS AMENDMENT No. 2, is made and entered into the 1st day of July 2021 between the State of Rhode Island Executive Office of Health and Human Services (herein after called "EOHHS") and UnitedHealthcare Insurance Company (the "Contractor").

WHEREAS, EOHHS and Contractor entered into an Agreement for Medicaid Managed Care Dental Services for the Medicaid Rite Smiles Program on the basis for Agreement in LOI #7599917 on July 1, 2020.

WHEREAS, as of effective date of this Amendment No. 2, the Agreement is hereby amended as follows:

ARTICLE I: DEFINTIONS

1. **Section 1.1. ABUSE,** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following definition, "In accordance with 42 C.F.R. § 438.2 (citing 42 C.F.R. § 455.2), abuse is defined as provider practices that are inconsistent with sound fiscal, business, medical or dental practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care."

2. **Section 1.4, ACTUARY** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following definition, "In accordance with 42 C.F.R § 438.2 an actuary is an individual who meets the qualification standards established by the American Academy of Actuaries for an actuary and follows the practice standards established by the Actuarial Standards Board. Actuary refers to an individual who is acting on behalf of the State when used in reference to the development and certification of capitation rates."

3. **Section 1.5, ADVERSE BENFIT DETERMINATION**, is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following definition, "In accordance with 42 C.F.R. § 438.2. adverse benefit determination means, any of the following: (1) the denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit, (2) the reduction, suspension, or termination of a previously authorized service, (3) the denial, in whole or in part, of payment for a service, (4) the failure to provide services in a timely manner, as defined by the State, (5) the failure of the Contractor to act within the timeframes provided in 42 CFR § 438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals, (6) for a resident of a rural area with only one MCO, the denial of a member's request to exercise his or her right, under 42 CFR § 438.52(b)(2)(ii), to obtain services outside the network,

(7) the denial of a member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other member financial liabilities."

4. **Section 1.8, APPEAL**, is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "A review by an MCO, PIHP, or PAHP of an adverse benefit determination, that is in accordance with 42 C.F.R. § 438.400."

5. **Section 1.9, CAPITATION PAYMENT**, is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.2., a periodic payment made by the State to a contractor on behalf of each beneficiary enrolled under a contract that is based on the actuarially sound capitation rate for the provision of services under the State plan. The State makes the payment regardless of whether the particular beneficiary receives services during the period covered by the payment."

6. **Section 1.10, CARE COORDINATION**, is amended by ***DELETING*** the first sentence of the section and ***REPLACING*** with the following, "Care coordination is defined as the organized delivery of member care activities between two (2) or more participants (including the member) involved in a member's care to facilitate the appropriate delivery of health care services."

7. **Section 1.10, CASE MANAGEMENT**, is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R § 440.169, case management services means services furnished to assist individuals, eligible under the State plan who reside in a community setting or are transitioning to a community setting, in gaining access to needed medical, social, educational, and other services, in accordance with § 441.18 of this chapter.

   As with care management, case management activities also emphasize prevention, continuity of care, and coordination of care. Case management activities are driven by quality-based outcomes such as: improved/maintained functional status; enhanced quality of life; increased member satisfaction; adherence to the care plan; improved member safety; and to the extent possible, increased member self-direction."

8. **Section 1.13 COLD CALL MARKETING,** is amended by ***DELETING*** and ***REPLACING*** the CFR citation '42 CFR 438.104' with the following corrected C.F.R. citation, "42 C.F.R. § 438.104".

9. **Section 1.14** is amended by ***INSERTING*** the following new definition, "**Section 1.14 COMMUNITY HEALTH TEAM**, A health care program for members to assist members in obtaining care and services needed. Services include but are not limited to: primary care, member advocacy, health education and peer navigation." Subsequent sections are renumbered.

10. **Section 1.19 DENTAL PLAN** is amended by ***DELETING*** and ***REPLACING*** 'PAHP' in the last sentence of definition with "PAHP".

11. **Section 1.22 EMEGENCY SERVICES**, is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.114, emergency services means covered inpatient and outpatient services that are as follows: (1) furnished by a provider that is qualified to furnish these services under this title and (2) needed to evaluate or stabilize an emergency medical condition."

12. **Section 1.23 EXCLUDED DENTAL SERVICES,** is amended by ***DELETING*** the definition in its entirety. Subsequent sections are renumbered.

13. **Section 1.23 ENROLLEE** is amended by ***DELETING*** in its entirety the last sentence of the section and ***REPLACING*** with the following, "The term enrollee us used synonymously with the term 'member' as defined in Section 1.47."

14. **Section 1.27 FRAUD**, is amended by ***DELETING*** the definition in its entirety and ***REPLACING*** with the following definition, "In accordance with 42 C.F.R. § 438.2 (citing 42 C.F.R. § 455.2) fraud is an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit. Includes any act that constitutes fraud under State or Federal Law."

15. **Section 1.28 GRIEVANCE**, is amended by ***DELETING*** the definition in its entirety and ***REPLACING*** with the following definition, "In accordance with 42 C.F.R. § 438.400. a grievance is an expression of dissatisfaction about any matter other than an adverse benefit determination. Grievances may include, but are not limited to, (1) quality of care or services provided, (2) aspects of interpersonal relationships such as rudeness of a provider or employee, (3) failure to respect the member's rights regardless of whether remedial action is requested, (4) right to dispute an extension of time proposed by the MCO to make an authorization decision and (5) request for disenrollment."

16. **Section 1.29** is amended by ***INSERTING*** a new definition, "**Section 1.29 GRIEVANCE AND APPEALS SYSTEM**, In Accordance with 42 C.F.R. § 438.400. the processes the MCO, PIHP, or PAHP implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them." Subsequent sections are renumbered.

17. **Section 1.37 INDIAN** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.14. an individual who meets the criteria contained in 25 U.S.C. 1603(13), 1603(28), or 1679(a), or who has been determined eligible as an Indian, under 42 CFR 136.12 is:

    1. Is a member of a Federally recognized Indian tribe;
    2. Resides in an urban center and meets one (1) or more of the below four (4) criteria:
        a. Is a member of a tribe, band, or other organized group of Indians, including those tribes, bands, or groups terminated since 1940 and those recognized now

or in the future by the State in which they reside, or who is a descendant, in the first or second degree, of any such member;

b. Is an Eskimo or Aleut or other Alaska Native;

c. Is considered by the Secretary of the Interior to be an Indian for any purpose; or

d. Is determined to be an Indian under regulations issued by the Secretary;

3. Is considered by the Secretary of the Interior to be an Indian for any purpose; or
4. Is considered by the Secretary of Health and Human Services to be an Indian for purposes of eligibility for Indian health care services, including as a California Indian, Eskimo, Aleut, or other Alaska Native."

18. **Section 1.38 INDIAN HEALTH CARE PROVIDER**, is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.14 an Indian Healthcare provider is a health care program operated by the Indian Health Service (IHS) or by an Indian Tribe, Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. 1603)."

19. **Section 1.39** is amended by ***INSERTING*** a new section, "**Section 1.39 INDIAN HEALTH PROGRAM**, In accordance with 25 U.S.C. § 1603(12) an Indian Health program is any health program administered directly by the IHS; any tribal health program; and any federally funded Indian tribe or tribal organization federally funded." Subsequent section are renumbered."

20. **Section 1.40 LIMITED ENGLISH PROFICIENCY** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. §438.10, limited English proficient means potential members and members who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English, may be LEP and may be eligible to receive language assistance for a particular type of service, benefit, or encounter."

21. **Section 1.41 MARKETING** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.104, marketing means any communication, from an MCO, PIHP, PAHP, PCCM or PCCM entity to a Medicaid beneficiary who is not enrolled in that entity, that can reasonably be interpreted as intended to influence the beneficiary to enroll in that particular MCO's, PIHP's, PAHP's, PCCM's or PCCM entity's Medicaid product, or either to not enroll in or to disenroll from another MCO's, PIHP's, PAHP's, PCCM's or PCCM entity's Medicaid product. Marketing does not include communication to a Medicaid beneficiary from the issuer of a qualified health plan, as defined in 45 § CFR 155.20, about qualified health plan."

22. **Section 1.42 MARKETING MATERIALS** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.104 Marketing Manual means materials that:

(i) Are produced in any medium, by or on behalf of an MCO, PIHP, PAHP, PCCM, or PCCM entity; and
(ii) Can reasonably be interpreted as intended to market the MCO, PIHP, PAHP, PCCM, or PCCM entity to potential enrollees.
MCO, PIHP, PAHP, PCCM or PCCM entity include any of the entity's employees, network providers, agents, or contractors.
Private insurance does not include a qualified health plan, as defined in 45 § CFR 155.20."

23. **Section 1.43 MATERIAL ADJUSTMENT** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following "In accordance with 42 C.F.R. § 438.2, material adjustment is an adjustment that, using reasonable actuarial judgment, has a significant impact on the development of the capitation payment such that its omission or misstatement could impact a determination whether the development of the capitation rate is consistent with generally accepted actuarial principles and practices."

24. **Section 1.44 MEDICAL LOSS RATIO (MLR)** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "The percentage of capitation payment received from the State related to this Contract that is used to pay dental expenses as defined by 42 C.F.R. §438.8. The MLR calculation for each MCO in an MLR reporting year is the ratio of the numerator (as defined in accordance with 42 C.F.R. § 438.8(e)) to the denominator (as defined in accordance with 42 C.F.R. §438.8(f))."

25. **Section 1.45 MEDICAL NECESSITY, MEDICALLY NECESSARY, OR MEDICALLY NECESSARY SERVICE** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "The term "medical necessity", "medically necessary", or "medically necessary service" means medical, surgical, or other services required for the prevention, diagnosis, cure, or treatment of an injury, health related condition, disease or its symptoms. For members under the age of 21, the term also includes the EPSDT services described in Section 1905(r) of the Social Security Act, including services necessary to correct or ameliorate a defect or physical or mental illness or condition discovered through EPSDT screenings.

Medically Necessary services include:

(1) Services necessary to prevent a detrimental change in either medical or mental health status or substance use disorder, or
(2) Services needed to achieve age-appropriate growth and development or to attain, maintain, or regain functional capacity.

Medically necessary services must meet accepted standards of medicine and:

(1) Be provided in a setting that is clinically appropriate to the member's specific physical, mental, or behavioral needs,
(2) Be consistent with the member's medical need,

(3) Be no more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency,
(4) Not be experimental or investigative, and
(5) Not be provided solely for the convenience of the member or service provider."

26. Section 1.48 is amended by ***INSERTING*** a new definition, **"Section 1.48 NETWORK**, The doctors, other health care providers, subcontractors and hospitals that a plan has contracted with to provide medical care to its members are a network. These providers are called "network providers" or "in-network providers." Subsequent sections are renumbered.

27. Section 1.49 is amended by ***INSERTING*** a new definition, **"Section 1.49 NETWORK PROVIDER**, In accordance with 42 C.F.R. § 438.2, any provider, group of providers, or entity that has a network provider agreement with a MCO, PIHP, or PAHP, or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the state's contract with an MCO, PIHP, or PAHP. A network provider is not a subcontractor by virtue of the network provider agreement." Subsequent sections are renumbered.

28. Section 1.50 is amended by ***INSERTING*** a new definition, **"Section 1.50 NON-COVERED BENEFIT**, "Dental care services that dental insurance or plan does not pay for or cover as described in ATTACHMENT C: SCHEDULE OF NON-COVERED BENEFITS." Subsequent sections are renumbered.

29. Section 1.52 OVERPAYMENT, is amended by ***ADDING*** the following to the first sentence, "In accordance with 42 C.F.R. § 438.2 an."

30. Section 1.57 is amended by ***INSERTING*** "**Section 1.57 POTENTIAL ENROLLEE**, In accordance with 42 C.F.R. § 438.2 a Medicaid eligible RIte Care, Rhody Health Partners, or an ACA Adult Expansion population individual who has not yet been enrolled by the Contractor." Subsequent sections are renumbered.

31. Section 1.58 PRE-AUTHORIZATION is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "**1.58 PRE-AUTHORIZATION, PRIOR AUTHORIZATION OR PRECERTIFICATION**, Pre-authorization, Prior Authorization, or Precertification means a dental plan's determination that a proposed health care service, treatment plan or prescription drug is medically necessary to meet the needs of the member."

32. Section 1.60 PREVALENT is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. §438.10 prevalent means a non-English language determined to be spoken by a significant number or percentage of potential enrollees and enrollees that are limited English proficient."

33. **Section 1.62 PROVIDER** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.2, provider means an individual or entity including dentists, orthodontists, oral health care professions, physicians, nurse practitioners, physician assistants and others that are engaged in the delivery of medical/behavioral/oral health care services, or ordering or referring for those services, and is legally authorized to do so by the State in which it delivers the services."

34. **Section 1.64 RATE CELL** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.2 rate cell means a set of mutually exclusive categories of enrollees that is defined by one or more characteristics for purpose of determining the capitation rate."

35. **Section 1.65 RATING PERIOD** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.2 rating period means a period of 12 months selected by the State for which the actuarially sound capitation rates are developed and documented in the rate certification."

36. **Section 1.66 RISK CONTRACT,** is amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.2 a risk contract means an agreement under which the Contractor assumes financial risk for the cost of the services covered under the contract and incurs loss if the cost of furnishing the services exceeds the payments under the agreement."

37. **Section 1.67** is amended by ***INSERTING*** the following, "**1.65 RISK CORRIDOR**, In accordance with 42 C.F.R. § 438.6 risk corridor means a risk sharing mechanism in which the State and the Contractor may share in profits and losses under the contract outside of the threshold amount." Subsequent sections are renumbered.

38. **Section 1.71 TELEHEALTH/ TELEDENTAL** is amended by ***DELETING*** the section in its entirety and ***RELACING*** with the following, "The Health Resources Services Administration defines telehealth as the use of electronic information and telecommunications technologies to support long-distance clinical health care, patient and professional health-related education, public health and health administration and in accordance with Rhode Island General Laws (RIGL) Sections 27-81-3, 27-81-4, 27-81-6, 27-81-7, 5-31.1-1, and 5-31.1-40."

39. **Section 1.75** is amended by ***INSERTING*** "**Section 1.73 STATE FAIR HEARING**, In accordance with 42 C.F.R. § 438.400 and the EOHHS appeal hearing process contained in the 210-RICR-10-05-02 for EOHHS Appeals Process and Procedures for EOHHS Agencies and Program." Subsequent sections are renumbered.

40. **Section 1.76 SUBCONTRACTOR** is amended by ***DELETING*** the section in the entirety and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.2 an individual or entity that has a contract with an MCO, PIHP, PAHP, or PCCM entity that relates directly or indirectly to the performance of the MCO's, PIHP's, PAHP's, or PCCM entity's obligations under its contract with the State. A network provider is not

a subcontractor by virtue of the network provider agreement with the MCO, PIHP, or PAHP."

41. **Section 1.80 WASTE** is amended by ***INSERTING*** the following definition, "Section 1.77 WASTE, The overutilization of services or other practices that, directly or indirectly, result in unnecessary costs to the healthcare system."

ARTICLE II: DENTAL PROGRAM STANDARDS

42. **Section 2.1 GENERAL** paragraph 3, sentence one is amended from '1.7' to '1.9.'

    The last paragraph of the section, sentence one, the C.F.R. citation is updated from "42 CFR 438.6" to "42 CFR § 438.6."

43. **Section 2.2 LICENSURE/CERTIFICATION** is amended by ***DELETING*** and ***REPLACING*** the last paragraph, sentence two C.F.R. citations from "42 CFR 438.332(b)(1), 42 CFR 438.332(b)(2), and 42 CFR 438.332(b)(3)" to "42 CFR § 438.332(b)(1), 42 CFR § 438.332(b)(2), and 42 CFR§ 438.332(b)(3)."

44. **Section 2.3 DENTAL PLAN(S) ADMINISTRATION, B. Other Administrative Components** is amended by ***ADDING*** a new bullet after the last bullet as follows,

    - "Privacy and Security Officer"

45. **Section 2.4 ELEGIBILITY AND PROGRAM ENROLLMENT**, **B. Children and/or Young Adults Born on or After May 1, 2000 under 25 Percent (25%) of the FPL** is amended by ***DELETING*** the last sentence of the section.

46. **Section 2.4 ELEGIBILITY and PROGRAM ENROLLMENT, I. Voluntary Selection of Dental Plan by Members** is amended by ***REVISING*** the C.F.R. in the second sentence from "42 CFR 438.54" to "42 CFR § 438.54."

47. **Section 2.4 ELEGIBILITY and PROGRAM ENROLLMENT, J. Automatic Assignment to Dental Plans**, is amended by ADDING the following words to the first sentence, "In accordance with 42 C.F.R. § 438.54, EOHHS shall employ"

48. **Section 2.5, MEMBER ENROLLMENT AND DISENROLLMENT, A. DENTAL PLAN(s) MARKETING REQUIREMENTS** is amended by:

    DELETING C.F.R. citation in paragraph two, sentence two, "42 CFR 438.10 and 438.104" and ***REPLACING*** with "42 § C.F.R. 438.10 and 42 C.F.R. 438.104";

    DELETING and ***REPLACING*** C.F.R. citation in paragraph three from "42 CFR 438.104" to "42 § C.F.R. 438.104"; "42 CFR 438.10(d)(4)" to "42 § C.F.R. 438.10(d)(4)"; and "42 CFR 438.104" to "42 § C.F.R. 438.104."

DELETING paragraph three, seven and ***REPLACING*** with "Taglines must be written in large print which is defined as conspicuously visible, that explains the availability of written translations or oral interpretation to understand the information provided and the toll-free telephone number of the entity providing choice counseling services as required by 42 § CFR 438.71(a)."

49. **Section 2.5, MEMBER ENROLLMENT AND DISENROLLMENT, H. Member Handbook,** is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following, "42 CFR 438.10" to "42 § C.F.R. 438.10"; "42 CFR 438.3(j)(2)" to "42 § C.F.R. 438.3(j)(2)"; "42 CFR 422.128" to "42 § C.F.R. 422.128"; "42 CFR 438.6(i)(4)" to "42 § C.F.R. 438.6(i)(4)"; "42 CFR 438.100" to "42 § C.F.R. 438.100"; "42 CFR 438.10(g)(1)" to "42 § CFR 438.10(g)(1)"; "42 CFR 438.400" to "42 § C.F.R. 438.400"; "42 CFR 438.424" to "42 § C.F.R. 438.424"; "42 CFR 438.420" to "42 § C.F.R. 438.420"; "42 CFR 438.6" to "42 § C.F.R. 438.6"; "45 CFR Part 164" to "45 § C.F.R. Part 164"; "42 CFR 438.10(f)(4)" to "42 § C.F.R. 438.10(f)(4)"; "42 CFR 438.10" to "42 C.F.R. § 438.10"; "42 CFR 438.10(i)(1)" to "42 C.F.R. 438.10(i)(1)"; "42 CFR 438.56(d)(1)(ii)" to "42 § C.F.R. 438.56(d)(1)(ii)". "42 CFR 438.56(b)(2)" to "42 § C.F.R 438.56(b)(2)"; and, "42 CFR 438.702(a)(3)" to "42 § C.F.R. 438.702(a)(3)".

50. **Section 2.7 CARE COORDINATION** is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following: "42 CFR 438.208(b)(3)" to "42 § C.F.R. 438.208(b)(3)" and "42 CFR, 438.208(b)(5)" to "42 § C.F.R. 438.208(b)(5)"

51. **Section 2.8 NETWORK PROVIDERS, A. Network Composition**, is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following: "42 CFR 438.206" to "42 C.F.R. § 438.206" and "42 CFR 438.214" to "42 C.F.R. § 438.214."

52. **Section 2.8 NETWORK PROVIDERS, J. Provider Discrimination**, is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following: "42 CFR 438.206" to "42 C.F.R. § 438.206" and "42 CFR 438.214" to "42 C.F.R. § 438.214."

53. **Section 2.8 NETWORK PROVIDERS, K. Indian Health Care Provider**, is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following, "42 CFR 438.14(c)(2)" to "42 C.F.R. § 438.14(c)(2)"

54. **Section 2.8 NETWORK PROVIDERS, L. Networks Related to Indians**, is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following, "42 CFR 447.45" to "42 C.F.R. § 447.45" and "42 CFR 447.46" to "42 C.F.R. § 447.46"

55. **Section 2.8 NETWORK PROVIDERS, M. Provider Credentialing**, is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following: "42 CFR 438.608(b)" to "42 C.F.R. § 438.608(b)"; "42 CFR 455.100-106" to "42 C.F.R. § 455.100-106"; "42 CFR 455.400-470" to "42 C.F.R. § 455.400-470"; "42 CFR 455.104" to "42 C.F.R. § 455.104"; and, "42 CFR 455.106" to "42 C.F.R. § 455.106."

56. **Section 2.8, PROVIDER NETWORKS, N. Telehealth/Teledental,** is amended by ADDING the following to the last paragraph in the section, "Contractor must comply

with Rhode Island General Laws (RIGL) Sections 27-81-3, 27-81-4, 27-81-6, 27-81-7, 5-31.1-1, and 5-31.1-40."

57. **2.9 SERVICE ACESSIBILITY STANDARD, B. Travel Time**, is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following, "42 CFR 438.68" to "42 C.F.R. § 438.68."

58. **Section 2.10 MEMBER SERVICES, A. General**, is amended by ***DELETING*** the first sentence of paragraph one in its entirety and ***REPLACING*** with the following, "The Contractor will establish and maintain a member services function to timely and adequately respond to member's questions, comments and inquiries. The Contractor agrees to staff a Member Services function, including a toll-free telephone line, to be operated at least during regular business hours (8AM to 6PM including lunch hours). The Contractor's member services function will operate in alignment with the State of Rhode Island's holiday schedule posted on the Rhode Island Secretary of State's website. When the State of Rhode Island is open for business, member services will be operational.

    The Contractor will develop policies and procedures that address staffing, training, hours of operations, access and response standards for member service. Member service line should be adequately staffed to provide appropriate and timely responses regarding the following:"

59. **Section 2.10 MEMBER SERVICES, C. Annual Notification**, is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following: "42 CFR 438.100" to "42 C.F.R. § 438.100"; "42 CFR 438.10(g)(1)" to "42 C.F.R. § 438.10(g)(1)"; and, "42 CFR 438.6(h)" to "42 C.F.R. § 438.6(h)."

    Section is amended by ***DELETING*** the 2nd paragraph in its entirety.

60. **Section 2.10 MEMBER SERVICES, D. Cultural Competency**, is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following: "42 CFR 438.206" to "42 C.F.R. § 438.206" and "42 CFR 438.10" to "42 C.F.R. § 438.10."

61. **Section 2.12 DENTAL MANGEMENT AND QUALITY ASSURANCE**, **A. Dental Director's Office**, is amended by **DELETING** paragraph two, bullet four, and REPLACING with the following: "Oversee the investigation of all potential quality of care problems, including but not limited to member-specific occurrences of possible Health Care-Acquired Conditions and Other Provider-Preventable Conditions in accordance with 42 CFR 447.26, 434.6(a)(12), 438.3(g), and Section 2703 of the Patient Protection and Affordable Care Act , and possible hospital acquired conditions and recommend development and implementation of corrective action plans"

62. **Section 2.12 DENTAL MANGEMENT AND QUALITY ASSURANCE**, **A. Utilization Review and Quality Assurance (UR/QA)**, is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** with the following: "42 CFR 438.350" to "42 C.F.R. § 438.350"; "42 CFR 431.210" to "42 C.F.R. § 431.210"; "42 CFR 438.10 (c)" to "42

C.F.R. § 438.10 (c)"; 42 CFR 438.350 to "42 C.F.R. § 438.350"; "42 CFR 438.236" to "42 C.F.R. § 438.236"; "42 CFR 440.230" to "42 C.F.R. § 440.230"; and, "42 CFR 441 Subpart B." to "42 C.F.R. § 441 Subpart B."

63. **Section 2.12 DENTAL MANGEMENT AND QUALITY ASSURANCE, A. Utilization Review and Quality Assurance (UR/QA)**, is amended by ***INSERTING*** section '**ix. Drug Utilization Review**, The Contractor shall operate a Drug Utilization Review Program (DUR) that complies with all of the requirements contained in Section 1927(g) of the Social Security Act. In addition, the Contractor shall comply with all of the requirements contained in 42 C.F.R. part 456, Subpart K, as if the requirements applied to the Contractor instead of the State. The program must assure that prescriptions are appropriate, medically necessary and not likely to result in adverse medical results. The DUR program will be designed to educate physicians and pharmacists to identify and reduce the frequency of patterns of fraud, abuse, gross overuse, or inappropriate or medically unnecessary care. The DUR will be comprised of three sections: 1) Prospective DUR, 2) Retrospective DUR, and 3) An Educational Program.

The Contractor is required to comply with the SUPPORT for Patients and Communities Act, Title 1, Section 1004 (2018), as codified in Sections 1902 [ssa.gov] and 1932 [ssa.gov] of the Social Security Act, which mandates the following

- Contractor must have automated drug utilization review safety edits for opioid refills
- Automated claims review process to identify refills in excess of State limits
- Monitor concurrent prescribing of opioids, benzodiazepines and/or antipsychotics (Including children's antipsychotics)
- Maximum daily morphine equivalent (MME) safety edits; and
- Concurrent utilization alerts for beneficiaries concurrently prescribed opioids and benzodiazepines and/or antipsychotics.

The DUR program will provide for various reports to be submitted to EOHHS in a specified format, to include:

- Data that is necessary for EOHHS to bill manufacturers for rebates in accordance with section 1927(b)(1)(A) of the Act no later than forty-five (45) calendar days after the end of each quarterly rebate period, pursuant to 42 CFR 438.3(s)(2). Such utilization information must include, at a minimum, information on the total number of units of each dosage form, strength, and package size by National Drug Code of each covered outpatient drug dispensed or covered by the Contractor.
- In accordance with 42 C.F.R. § 438.3(s)(5), the Contractor will establish procedures to clearly identify utilization data for covered outpatient drugs that are subject to discounts under the 340B drug pricing program from these reports to enable EOHHS to accurately bill for the rebate.
- A detailed description of its drug utilization review program activities to EOHHS on an annual basis.

In accordance with 42 C.F.R. § 438.3(s)(6) and Section 1927(d)(5) of the Social Security Act, the Contractor must respond to requests for prior authorization for a covered outpatient drug by telephone or other telecommunication device within twenty-four (24) hours of the request. In addition, the Contractor must ensure a seventy-two (72) hour supply of the requested covered outpatient drug is dispensed in an emergency situation.

Contractor is required to comply with RI General Assembly H-8313 Relating to Food and Drugs – Naloxone Access (2) Ensuring that opioid antagonists that are distributed in a non-pharmacy setting are eligible for reimbursement from any health insurance carrier, as defined under chapters 18, 19, 20, and 41 of title 27, and the Rhode Island medical assistance program, as defined under chapter 7.2 of title 42."

64. **Section 2.13 OPERATIONAL DATA REPORTING, A. General** is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** "42 CFR 456.111" to "42 C.F.R. § 456.111."

65. **Section 2.13 OPERATIONAL DATA REPORTING, B. Encounter data, iii. Timeliness and Accuracy of Data Submittal and Correction of Rejected Claims** is amended by ***DELETING*** the last sentence of paragraph three.

66. **Section 2.13 OPERATIONAL DATA REPORTING, B. Encounter Data** is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** "42 CFR 438.242(c)" to "42 C.F.R. § 438.242(c)" and "42 CFR 455.17" to "42 C.F.R. § 455.17."

67. **Section 2.13 OPERATIONAL DATA REPORTING, B. Encounter Data Reporting, iv. Data Validation** is amended by ***INSERTING*** the following to the end of the section, "Contractor is responsible to reconcile Financial Data Cost Report (FDCR) cost allocations and the File Submission Report, which contains the encounter data reporting outlined above. The reported Incurred Expenditures submitted in the File Submission Report (FSR) must align with the sum of the Direct Paid, Non-State Plan Paid, and Subcapitated Proxy Paid expenditures submitted in the Financial Data Cost Report for each state fiscal year within the point one percent (.1%) threshold. The FSR and FDCR used for this comparison will include the same paid run-out period.

68. **Section 2.13 OPERATIONAL DATA REPORTING, F. Fraud and Abuse, I. Recovery Reporting** is amended by ***DELETING*** the first sentence in the section and ***REPLACING*** with the following, "In accordance with 42 C.F.R. Part 433, Subpart F, the Contractor and all subcontractors must establish a mechanism for a network provider to report to the Contractor when it has received an overpayment, to return the overpayment to the Contractor within sixty (60) calendar days after the date on which the overpayment was identified, and to notify the Contractor in writing of the reason for the overpayment."

69. **Section 2.13 OPERATIONAL DATA REPORTING, I. Certification of Data** is

amended by ***DELETING*** the section in its entirety and ***REPLACING*** with the following, "In accordance with 42 CFR § 438.606, Contractor agrees to certify the data submitted. The certification must attest, based on best knowledge, information, and belief, as follows:

- To the accuracy, completeness and truthfulness of the data.
- To the accuracy, completeness and truthfulness of the documents specified by the State.

Contractor must submit the certification concurrently with the certified data, on the EOHHS provided attestation form.

Certification requirements are outlined in *EOHHS Medicaid Rite Smiles Requirements for Reporting and Non-Compliance: Policy and Procedures for RIte Smiles Contract.*"

70. **Section 2.14 GRIEVANCE AND APPEALS, A. General,** is amended by the following:

DELETING the second sentence in paragraph one and REPLACING with the following, "For its part, the Contractor will have written policies and procedures conforming to 42 C.F.R. Part 438, Subpart F and the EOHHS requirements for resolving member complaints and for processing grievances, when requested by the member or when the time allotted for complaint resolution expires."

DELETING C.F.R. citation "42 CFR 438.10(g)(2)(xi)(C)" from the second paragraph, sentence one and ***RELACING*** with "42 C.F.R. § 438.10(g)(2)(xi)(C)."

INSERTING at the beginning of paragraph two, sentence one the following, "In accordance with 42 C.F.R. § 438.416,"

INSERTING at the end of the section, "The Contractor agrees to submit reports in the appropriate format and timetables identified by EOHHS within this contract and as specified in Reporting Calendar. The Contractor agrees to submit quarterly reporting for Complaints, Grievance and Appeals submitted to the Plan."

71. **Section 2.14 GRIEVANCE AND APPEALS, B. Adverse Benefit Determination,** is amended by ***DELETING*** the first paragraph in its entirety.

Section is further amended by ***DELETING*** the first sentence of paragraph one and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 438.404, a notice of Adverse Benefit Determination as defined of Section 1.5 of this Agreement, must be in writing and must explain:"

DELETING C.F.R. citation from section ***RELACING*** with the following: "42 CFR 438.404(c)" to "42 C.F.R. § 438.404(c)"; "42 CFR 438.10" to "42 C.F.R. § 438.10"; and, "42 CFR 438.71(a)" to "42 C.F.R. § 438.71(a)."

72. **Section 2.14 GRIEVANCE AND APPEALS, C. Health/Dental plan Grievance and Appeals Process** is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** "42 CFR 438.408 (b) and (c)" to "42 C.F.R. § 438.408 (b) and (c)."

73. **Section 2.14 GRIEVANCE AND APPEALS, D. Continuation of Benefits** is amended by ***DELETING*** C.F.R. citations and ***REPLACING*** "42 CFR 438.420" to "42 C.F.R. § 438.420"

74. **Section 2.14 GRIEVANCE AND APPEALS, E. State Fair Hearing and External Appeal (Medical Review) Process** is amended by the following:

    DELETING and ***REPLACING*** the first sentence of paragraph one to the following, "In accordance with 42 C.F.R. § 438.400 and the EOHHS appeal hearing process contained in the 210-RICR-10-05-02 for EOHHS Appeals Process and Procedures for EOHHS Agencies and Program, if the member has exhausted the Contractor's internal appeals procedures and the Contractor upholds the adverse benefit determination, the member, or a provider or representative acting on the member's behalf, may request a State Fair Hearing."

    DELETING C.F.R. citations and ***REPLACING*** the following: "42 CFR 438.420" to "42 C.F.R. § 438.420" and "42 CFR 431.230(b)" to "42 C.F.R. § 431.230(b)."

    INSERTING at the end of the section the following, "Contractor must attend State Fair Hearing meeting. Contractor must share adverse benefit determination findings with EOHHS prior to deadline established by State Fair Hearing Office."

75. **Section 2.15 PAYMENTS TO AND FROM PLANS, A. General Capitation Payments**, is amended by ***DELETING*** the first sentence in the section entirety and ***REPLACING*** with the following, "General Capitation Payments, as defined in Section 1.9, may only be made by the State and retained by the Contractor for managed care members eligible for Covered Services, in accordance with 42 C.F.R. § 438.3(c)(2)."

    DELETING C.F.R. citations in the section and ***REPLACING*** the following: "42 CFR 438.3(c)(1)(i)" to "42 C.F.R. § 438.3(c)(1)(i)"; "42 CFR 438.3(e)(1)(ii)" to "42 C.F.R. § 438.3(e)(1)(ii)"; "42 CFR 438.910" to "42 C.F.R. § 438.910"; "42 CFR 457.1201(c),(n)(2),(o),(p)" to "42 C.F.R. § 457.1201(c),(n)(2),(o),(p)"; "42 CFR 438.3(c)" to "42 C.F.R. § 438.3(c)"; "457.1207(o)" to "42 C.F.R. § 457.1207(o)"; "457.1240(b)" to "42 C.F.R. § 457.1240(b)"; "42 CFR 438.330(b)(2)" to "42 C.F.R. § 438.330(b)(2), (b)(3), (c), and (e))"; "457.1240(e)" to "42 C.F.R. § 457.1240(e)"; "42 CFR 438.340" to "42 C.F.R. § 438.340"; "457.1250(a)" to "42 C.F.R. § 457.1250(a)"; and, "42 CFR 438.350" to "42 C.F.R. § 438.350"

76. **Section 2.15 PAYMENTS TO AND FROM PLANS, C. Payments to Providers**, is amended by ***DELETING*** C.F.R. citations in the section and ***REPLACING*** the following: "42 CFR 447.45" to "42 C.F.R. § 447.45"; "42 CFR 447.46" to "42 C.F.R. § 447.46"; "42 CFR 438.60" to "42 C.F.R. § 438.60"; "42 CFR 438.60" to "42 C.F.R. § 438.60"; "42 CFR 447.26" to '42 C.F.R. § 447.26"; "42 CFR 422.208" to "42 C.F.R. §

422.208"; 42 CFR 210 to "42 C.F.R. § 438.210"; "42 CFR 434.67" to "42 C.F.R. § 434.67"; "42 CFR 434.70" to "42 C.F.R. § 434.70"; "42 CFR 1003" to "42 C.F.R. 1003"; "42 CFR 447.26" to "42 C.F.R. § 447.26"; and, "42 CFR 438.3(g)" to "42 C.F.R. § 438.3(g)."

77. **Section 2.15 PAYMENTS TO AND FROM PLANS, C. Cost Sharing**, is amended by ***DELETING*** C.F.R. citations in the section and ***REPLACING*** the following:"42 CFR 447.50" to "42 C.F.R. § 447.50" and "42 CFR 447.60" to "42 C.F.R. § 447.60."

78. **Section 2.16 FINANCIAL STANDARDS, C. Financial Data Reporting**, is amended by ***DELETING*** the first sentence in its entirety and ***REPLACING*** with the following: "The Contractor agrees to comply with the Rhode Island Medicaid Managed Care Health Plan Financial Reporting."

DELETING the fifth bullet point in the section, "• Monthly Financial Statements"

INSERTING ninth bullet point to the section, "• Financial Data Cost Report"

79. **Section 2.16 FINANCIAL STANDARDS, D. Financial Data Reporting System**, is amended by ***DELETING*** the section in its entirety. Subsequent sections are renumbered.

80. **Section 2.16 FINANCIAL STANDARDS, D. MLR Reporting**, is amended by ***INSERTING*** the following sentence before sentence one in the section, "Contractor is required to submit a consolidated MLR report using the *Medicaid Managed Care Program: Medical Loss Ratio Calculation* workbook and template provided by EOHHS for their Medicaid population for each MLR reporting year."

DELETING C.F.R. citations in the section and ***REPLACING*** the following:"42 CFR 438.604(a)(2)-(4)" to "42 C.F.R. § 438.604(a)(2)-(4)"; "42 CFR 438.606" to "42 C.F.R. § 438.606"; "42 CFR 438.3" to "42 C.F.R. § 438.3"; "42 CFR 438.5(c)" to "42 C.F.R. § 438.5(c)"; "42 CFR 438.8" to "42 C.F.R. § 438.8"; "42 CFR 438.116" to "42 C.F.R. § 438.116"; "42 CFR 438.74(a)(2)" to "42 C.F.R. § 438.74(a)(2) "; "42 CFR 438.8(a)" to "42 C.F.R. § 438.8(a)"; and, "42 CFR 438.8(k)(3)" to "42 C.F.R. § 438.8(k)(3)".

81. **Section 2.16 FINANCIAL STANDARDS, E. Audit,** is amended by ***DELETING*** the CFR citation in the section and ***REPLACING*** with the following: "42 CFR 438.3(m)" to "42 C.F.R. § 438.3(m)."

82. **Section 2.17 RECORD RETENTION, A. General**, is amended by ***DELETING*** the section in its entirety and REPLACING with the following, "Contractor must retain, and require subcontractors to retain, as applicable, the following information: enrollee grievance and appeal records in 42 C.F.R. § 438.416, base data in 42 C.F.R. § 438.5(c), MLR reports in 42 C.F.R. § 438.8(k), and the data, information, and documentation specified in 42 C.F.R. § 438.604, 42 C.F.R. § 438.606, 42 C.F.R. § 438.608, and 42

C.F.R. § 438.610 for a period of no less than ten (10) years."

83. Section 2.18 COMPLIANCE, A. General Requirements, is amended by ***DELETING*** the CFR in the first paragraph and ***REPLACING*** "42 C.F.R. § 438.608."

Section is amended by ***ADDING*** the following bullet points to the end of paragraph two:

"• Written policies, procedures, and standards of conduct that articulate the Contractor's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and State requirements. Provision for written policies for all employees of the entity, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws described in Section 1902(a)(68) of the Act, including information about the rights of whistleblowers.

• Provision for the prompt referral of any potential fraud, waste, or abuse that the Contractor identifies to the EOHHS Office of Program Integrity or any potential fraud directly to the EOHHS Fraud Control Unit.

• Provision for the notification to the State when it received information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor under 42 C.F.R. § 438.608(a)(4).

• Provision to suspend payments to a network provider for which the State determines there is a credible allegation of fraud in accordance with 42 CFR § 455.23.

• Provision to ensure that all network providers are enrolled with the State as Medicaid providers consistent with the provider disclosure, screening and enrollment requirements of 42 CFR § 455.400 et. seq.

84. Section 2.18 COMPLIANCE, B. Prohibited Affiliations with Individuals Debarred by Federal Agencies, is amended by ***DELETING*** the second paragraph and ***REPLACING*** with the following, "The relationships described are as follows:

1. A director, officer, or partner of the MCO.
2. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230.
3. A person with beneficial ownership of five (5) percent or more of the MCO's equity.
4. A network provider or person with employment, consulting, or other arrangement with the MCO for the provision of items and services that are significant and material to the MCO's obligations under its contract with the State.
5. An individual who is excluded from participation in any Federal Health care program under Section 1128 or 1128A of the Act.

6. The State must ensure through its contracts that each MCO, PIHP, PAHP, PCCM and any subcontractors: (1) Provides written disclosure of any prohibited affiliation under 42 C.F.R. § 438.610; (2) provides written disclosures of information on ownership and control required under 42 C.F.R. § 455.104 and (3) reports to the state within sixty (60) calendar days when it has identified the capitation payments or other payments in excess of amounts specified in the contract."

Section is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** with the following: "42 CFR 438.610" to "42 C.F.R. § 438.610" and "42 CFR 438.610(d)" to "42 C.F.R. § 438.610(d)."

85. Section 2.18 COMPLIANCE, C. Disclosure of Contractor's Ownership and Control Interest, is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** with the following: "42 CFR Section 455.104" to "42 C.F.R. § 455.104" and "42 CFR 455.104" to "42 C.F.R. § 455.104."

86. Section 2.18 COMPLIANCE, D. Disclosure by Providers: Information Related to Business Transactions, is amended by ***DELETING*** the section title in its entirety and ***REPLACING*** with the following, "**Section 2.18, COMPLIANCE, Disclosure by Providers: Information on Ownership and Control**."

DELETING the C.F.R. citation in the section and ***REPLACING*** with the following: "42 CFR Section 455.104" to "42 C.F.R. § 455.104" and "42 CFR Section 1001.1001(a)(1)" to "42 C.F.R. §1001.1001(a)(1)."

87. Section 2.18 COMPLIANCE, E. Disclosure by Providers: Information Related to Business Transactions, is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** "42 CFR Section 455.105 to "42 C.F.R. § Section 455.105."

88. Section 2.18 COMPLIANCE, F. Disclosure by Providers: Information on Persons Convicted of Crimes, is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** the following: "42 CFR Section 455.106" to "42 C.F.R. § 455.106" and "42 CFR Section 1001.1001(a)(1)" to "42 C.F.R. § 1001.1001(a)(1)."

89. Section 2.18 COMPLIANCE, G. Disclosures Made by Providers to Contractor, is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** the following: "42 CFR 1002.3" to "42 C.F.R. § 1002.3" and "42 CFR 1001.1001" to "42 C.F.R. § 1001.1001."

90. Section 2.18 is amended by ***INSERTING*** the following section, "**2.18 COMPLIANCE, H. Compliance with All Rhode Island Regulations**, The Contractor agrees to comply with all applicable RI State laws and regulations including but not limited to:

1. Effective 1/1/2017, R.I. Gen. Laws § 27-18-50.1, R.I. Gen. Laws § 27-19-26.1, R.I. Gen Laws § 27-20-23.1, and R.I. Gen. Laws § 27-41-38.1, Medication Synchronization.
2. Effective 1/1/2017, R.I. Gen. Laws § 27-55-1 and R.I Gen. Laws 27-55-2, Off-Label Uses for Prescription Drugs.
3. Effective 1/1/2018, R.I Gen. Laws § 27-18.9-8, External Appeals Procedural Requirements."

Subsequent sections are renumbered.

ARTICLE III: CONTRACT TERMS AND CONDITONS

91. Section 3.3 CONTRACT AMENDMENTS, is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** "42 CFR 438.6(c)" to "42 C.F.R. § 438.6(c)."

92. Section 3.4 PAYMENT, C Liability of Payment, is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** the following: "42 CFR 438.106(a)" to "42 C.F.R. § 438.106(a)" and "42 CFR 438.116(a)" to "42 C.F.R. § 438.116(a)."

93. Section 3.5 GUARANTEES, WARRANTIES, AND CERTIFICATIONS, D. Subcontractors and Delegation of Duty, is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** the following:"42 CFR 438.230" to "42 C.F.R. § 438.230"; "42 CFR.438.230(b) and (c)" to "42 C.F.R. § 438.230(b) and (c)" and "42 CFR 438.414" to "42 C.F.R. § 438.414."

Section is amended by ***DELETING*** the first sentence of the seventh paragraph in its entirety and ***REPLACING*** with the following, "In compliance with 42 C.F.R. § 438.414 and 42 C.F.R. § 438.10(g)(2)(xi), the Contractor agrees to inform providers and subcontractors to the following:"

94. Section 3.7 PERFORMANCE STANDARDS AND DAMAGES, A. Service Level Agreements, is amended by ***INSERTING*** the following into Table: Service Level Agreement:

4.	State Fair Hearing	The Contractor shall attend State Fair Hearing when requested by EOHHS and present adverse benefit determinations findings.	Attending State Fair Hearing to present adverse benefit determination and present rationale for adverse benefit determination.	Per Occurrence	$2,500

Section is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** the following: "42 C.F.R. 438.724" to "42 C.F.R. § 438.724" and "42 C.F.R. 438.700" to "42 C.F.R. § 438.700."

95. Section 3.7 PERFORMANCE STANDARDS AND DAMAGES, B. Performance Standards for Medicaid Managed Care, is amended by ***DELETING*** the C.F.R. citation in the section and ***REPLACING*** "42 CFR 438.706" to "42 C.F.R. § 438.706."

96. Section 3.7 PERFORMANCE STANDARDS AND DAMAGES, D. Fraud and Abuse, i. General Requirements, is amended by ***DELETING*** the second paragraph in its entirety and ***REPLACING*** with the following, "The following terms (abuse, conviction or convicted, exclusion, fraud, furnished, practitioner, and suspension) will have the meaning specified in 42 C.F.R. § 438.2. Credible Allegation of Fraud is defined as, an allegation from any source, including but not limited to the following:

(1) Fraud hotline complaints.
(2) Claims data mining.
(3) Patterns identified through provider audits, civil false claims cases, and law enforcement investigations. Allegations are considered to be credible when they have indicia of reliability."

97. Section 3.7 PERFORMANCE STANDARDS AND DAMAGES, D. Fraud and Abuse, iv. Recipient Verification Procedures, is amended by ***DELETING*** the first sentence of paragraph one and ***REPLACING*** with the following, "In accordance with 42 C.F.R. § 455.20, the Contractor will be responsible for establishing procedures to verify with enrollees whether services billed by providers and vendors were received."

ADDENDUM XIV: CORE STAFF POSITIONS

98. Section is amended by ***DELETING*** the fourth bullet point in its entirety and ***INSERTING*** "Specialty Benefits for Government Programs, Client Services-Medicaid, Michael Mueller"

ATTACHMENT A: SCHEDULE OF IN-PLAN BENEFITS

99. This attachment is amended by ***DELETING*** and REPLACING the following section to Preventative Services in attachment table:

Preventive Services	Prophylaxis, sealants, topical application of fluoride, space maintainers. Includes interim caries arresting medicament application (silver diamine fluoride) when indicated and medically necessary.

ATTACHMENT E: CONTRACTOR'S MONTHLY CAPITATION RATES for SFY 2021

100. This ATTACHMENT is amended by ***DELETING*** the Attachment in its entirety and ***REPLACING*** it with a new Attachment E dated July 13, 2021 and the section is now

titled "**ATTACHMENT E: CONTRACTOR'S MONTHLY CAPITATION RATES SFY 2022**."

101. Section is further amended by ***ADDING*** the following capitation rate table to ATTACHMENT E:

State of Rhode Island
Executive Office of Health and Human Services
SFY 2022 Capitation Rate Development
RIte Smiles Dental Program
Rate Change Summary

Region: Statewide	SFY 2022 Effective Rate	Premium Tax	SFY 2022 Capitation Rate	Prior Capitation Rate	% Change
RIte Smiles					
Age 0-2	$ 4.58	$ 0.09	$ 4.67	$ 4.71	(0.8%)
Age 3-5	17.60	0.36	17.96	17.30	3.8%
Age 6-10	25.00	0.51	25.51	24.52	4.0%
Age 11-15	26.96	0.55	27.51	25.96	6.0%
Age 16-20	19.33	0.39	19.72	18.84	4.7%
Age 21-22	13.65	0.28	13.93	18.84	(26.1%)
Total RIte Smiles	**$ 20.24**	**$ 0.41**	**$ 20.65**	**$ 19.86**	**4.0%**

ATTACHMENT F: ACTUARIAL BASIS FOR CAPITATION RATES

102. This Attachment is amended by ***DELETING*** the ATTACHMENT in its entirety and ***REPLACING*** it with a new Attachment F dated July 13, 2021.

IN WITNESS HERETO, the parties have caused this Amendment to be executed under Seal by their duly authorized officers or representatives as of the day and year stated below:

STATE OF RHODE ISLAND:	**PLAN NAME:**
Benjamin Shaffer Digitally signed by Benjamin Shaffer DN: cn=Benjamin Shaffer, o=EOHHS, ou=Medicaid, email=benjamin.shaffer@ohhs.ri.gov, c=US Date: 2021.10.06 10:59:57 -04'00'	Users, jbedard Digitally signed by Users, jbedard Date: 2021.09.30 11:14:52 -04'00'
SIGNATURE	SIGNATURE
BENJAMIN L. SHAFFER	James Bedard
NAME	NAME
MEDICAID DIRECTOR	CFO - UHIC
TITLE	TITLE
10/06/2021	9/30/21
DATE	DATE