

UnitedHealthcare Insurance Company for the Medicaid RItE Smiles Program
Amendment No. 4

THIS AMENDMENT No. 4, is made and entered into the 1st day of July 2023 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. 4, the Agreement is hereby amended as follows:

CONTRACT EXTENSION

Parties agree to a twelve (12) month extension as described in [LOI #7599917](#). Effective date of extension is July 1, 2023, through June 30, 2024.

ARTICLE I: DEFINITIONS

1. **Section 1.21** is ***DELETED*** in its entirety and replaced with the following definition, “**Section 1.21 EMERGENCY DENTAL CONDITION**. In alignment with [42 C.F.R. 438.114\(a\)](#), an emergency dental condition means a dental condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) Placing the health of the individual (or, for a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) Serious impairment to bodily functions; (iii) Serious dysfunction of any bodily organ or part.”
2. **Section 1.58** is amended by ***INSERTING*** the following definition, “**Section 1.58 POST-STABILIZATION CARE**, In accordance with [42 CFR 422.113\(c\)](#) Post-stabilization care services means covered services, related to an emergency medical condition that are provided after an enrollee is stabilized in order to maintain the stabilized condition, or, under the circumstances described in paragraph (c)(2)(iii) of this section, to improve or resolve the enrollee's condition.

ARTICLE II: DENTAL PLAN PROGRAM STANDARDS

3. **Section 2.13 (B)(ii), Encounter Data Reporting- General Requirements**, is amended by ***INSERTING*** the following paragraph after the first paragraph of this section: “The Contractor will comply with the requirements [of Section 6507 of the Patient Protection and Affordable Care Act of 2010 \(P.L. 111-148\)](#), regarding “Mandatory State Use of National Correct Coding Initiatives,” including all applicable rules, regulations, and methodologies, as amended or modified, in accordance with EOHHS policy.”
4. **Section 2.15 G. Third-Party Liability**, is amended by ***DELETING*** the language in its entirety and ***REPLACING*** it with the following new language:

Rhode Island Medicaid will be the payor of last resort for all Covered Services, unless otherwise required by federal law or regulation.

Third-Party Liability ("TPL") refers to the legal obligation of any third-party entity or health insurance program, including health insurers, self-insured plans, group health plans (as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974), service benefit plans, managed care organizations, pharmacy benefit managers, or other parties that are, by law, contract, or agreement, responsible for payment of a claim for a Member's health care item or service.

Under Section 1902(a)(25) of the Social Security Act, EOHHS and the Contractor are required to take all reasonable measures to identify legally liable third parties and treat verified TPL as a resource of the Medicaid recipient.

The Contractor agrees to take primary responsibility for identifying, collecting, and reporting TPL coverage and collection information to EOHHS on a weekly basis. As TPL information is a component of Capitation Rate development, The Contractor will maintain records regarding TPL collections and will report these collections to EOHHS in the timeframe and format determined by EOHHS, in accordance with Section 3.27.9, "Financial Data Reporting."

The projected amount of third-party recovery that the Contractor is expected to recover may be factored into the rate setting process.

The Contractor will designate one (1) employee as a contact person for TPL matters.

The Contractor will develop and maintain a TPL Policy. The Contractor will submit the TPL Policy for EOHHS review and approval within ninety (90) Days of the execution of this Agreement. The Contractor must submit the TLP annually thereafter and upon EOHHS' request. In the event of modification of the TPL Policy, the Contractor will submit TPL Policy amendments to EOHHS for review and approval at least ninety (90) Days before the proposed effective date.

When the Contractor is aware of other insurance coverage prior to paying for a Covered Service for a Member, it should avoid payment by rejecting a provider's claim and direct the provider to submit the claim to the appropriate third party. The Contractor will follow exceptions to cost avoidance as outlined in 42 C.F.R. § 433.139.

The Contractor will collect and retain all TPL collections. The Contractor will document cost recovery and cost adjustment through the encounter data reporting process, including denials. All claims subject to "pay and chase" will be reported to EOHHS on a monthly basis in accordance with Section 3.27.9, "Financial Data Reporting," and will include current recovery efforts.

The Contractor must obtain recovery of payment from a liable third party and not from the provider unless the provider received payment from both the Contractor and the liable third party.

The Contractor will have 365 Days from the original paid date to recover funds from the third-party entity. If funds have not been recovered by that date, EOHHS has the sole and exclusive right to pursue, collect and retain those funds.

The Contractor will cooperate with EOHHS in the implementation of RI General Laws section 40-6-9.1 by participating in the matching of data available to EOHHS and to the

Contractor through an electronic file match. The matching of such data is critical to the integrity of the Medicaid program and the use of public funds. Requests made of the Contractor by EOHHS will be made at such intervals as deemed necessary by EOHHS to participate in the data matching.

The Contractor will respond with the requested data within five (5) Business Days.

EOHHS will review the effectiveness of the Contractor's TPL recovery programs annually and may revoke TPL activities from the Contractor if the recovery programs do not meet industry standards for TPL recovery and/or are not determined by EOHHS to be financially effective

5. **Section 2.18 (A) General Requirements** is hereby amended by **AMENDING** the 10th bullet as follows: "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\(a\)\(4\)](#) and [42 C.F.R. § 438.608\(b\)](#)."

ARTICLE III: CONTRACT TERMS AND CONDITIONS

6. **Section 3.3 Contract Amendments** is amended by **INSERTING** the corrected citation in Paragraph 6, as follows: "Annual adjustments in capitation payments shall be made in conformance with actuarial soundness provisions found in [42 C.F.R. § 457.1203\(a\)](#) for actuarial soundness, for any applicable period of time, taking into account the budget neutrality limitations placed on Rhode Island Medicaid by CMS."

ATTACHMENT A: SCHEDULE OF IN-PLAN BENEFITS

ATTACHMENT is amended as follows:

7. **DELETE** and **REPLACE** in its entirety: **Emergency and Palliative Services** -Medically necessary emergency dental services, all palliative services, including, but not limited to, routine and surgical extractions, incisions and drainage of abscesses not provided in an inpatient hospital or hospital emergency department setting. [[42 CFR 438.114\(c\)\(1\)\(ii\)\(B\)](#)].
8. **INSERT** new section: **Post-stabilization Care Services**- Services related to an emergency medical condition, that are provided after an enrollee is stabilized in order to maintain the stabilized condition, or, to improve or resolve the enrollee's condition.

ATTACHMENT G: SPECIAL TERMS AND CONDITIONS

9. **Section I-3 Reconciliation and Payment** is amended by **INSERTING** the corrected the citation at the beginning of the final paragraph as follows: "[42 CFR 438.6\(b\)](#)"; this section is further amended by **INSERTING** the following to the end of the above referenced paragraph: "(2) Contracts with incentive arrangements may not provide for payment in excess of 105 percent (105%) of the approved capitation payments attributable to the enrollees or services covered by the incentive arrangement, since such total payments will not be considered to be actuarially sound. For all incentive arrangements, the contract must provide that the arrangement is:

- (i) For a fixed period of time and performance is measured during the rating period under the contract in which the incentive arrangement is applied.
- (ii) Not renewed automatically.
- (iii) Available to both public and private contractors under the same terms of performance.
- (iv) Not conditioned on MCO, PIHP, or PAHP participation in the incentive arrangement on the MCO, PIHP, or PAHP entering into or adhering to intergovernmental transfer agreements.
- (v) Necessary for the specified activities, targets, performance measures, or quality-based outcomes that support program initiatives as specified in the State's quality strategy at §438.340.”

IN WITNESS HERETO, the parties have caused this Amendment 4 to be executed under Seal by their duly authorized officers or representatives as of the day and year stated below:

STATE OF RHODE ISLAND:

UNITEDHEALTHCARE INSURANCE COMPANY:

SIGNATURE



SIGNATURE

Kristin Pono Sousa

Linda Thiery

NAME

NAME

Medicaid Program Director

UHIC CFO

TITLE

TITLE

DATE

06/13/2023

DATE