

**STATE MEDICAID AGENCY CONTRACT  
BETWEEN THE STATE OF NORTH DAKOTA,  
DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
MEDICAL SERVICES DIVISION  
AND  
MEDICARE ADVANTAGE ORGANIZATION**

**DEFINITIONS**

**Alignment** is the coordination and streamlining of Medicare and Medicaid regulations, policies, and operations to increase overall plan effectiveness; to identify and eliminate conflicting plan requirements and competing plan incentives; as well as to bridge identified plan gaps.

**Balance Bill** means the practice of billing patients for charges that exceed the amount reimbursed by an insurer and/or the state for a particular service. Providers are prohibited from balance billing for Medicaid beneficiaries. Specific categories of dually eligible individuals that cannot be balanced billed: QMB, QMB+, SLMB+, and other Full-Benefit Dually Eligible (FBDE) individuals.

**Behavioral Health** is an umbrella term referring to the diagnosis and treatment of mental health and substance use disorders.

**Care Coordination** is the deliberate organization of patient care activities by a person or entity, including a Medicare Advantage Organization (MAO) that is formally designated as primarily responsible for coordinating services furnished by providers involved in the Dual Eligible Special Needs Plan (D-SNP) Member's care, to facilitate the appropriate delivery of Health Care Services. Care coordination activities may include but are not limited to the coordination of specialty referrals, assistance with ancillary services, and referrals to and coordination with community services. Organizing care involves the marshalling of personnel and other resources needed to carry out all required patient care activities and is often managed by the exchange of information among participants responsible for different aspects of the Member's care.

**Care Management** means an overall approach to managing D-SNP members' care needs and encompasses a set of activities intended to improve patient care and reduce the need for medical services by enhancing coordination of care, eliminating duplication, and helping patients and caregivers more effectively manage health conditions.

**Case Management** is a collaborative process of assessment, planning, facilitation, and advocacy for options and services to meet an individual Member's health-related needs through communication and available resources to promote quality and cost-effective outcomes. Case management implicitly enhances care coordination through the designation of a Case Manager whose specific responsibility

is to oversee and coordinate access and care delivery targeted to high-risk patients with diverse combinations of health, functional, and social needs.

**Case Manager** is a licensed registered nurse, licensed mental health practitioner, or other trained individual who is employed or contracted by the D-SNP MAO. The Case Manager is accountable for providing intensive monitoring, follow-up, clinical management of Member, and care coordination activities, which include development of the MAO plan of care; ensuring appropriate referrals and timely two-way transmission of useful Member information; obtaining reliable and timely information about services other than those provided by the PCP; supporting the Member in addressing social determinants of health; and supporting safe transitions in care for Member moving between institutional and community care settings. The Case Manager may serve on one or more multi-disciplinary care teams and is responsible for coordinating and facilitating meetings and other activities of those care teams.

**Centers for Medicare & Medicaid Services (CMS)** means the federal agency (and its designated agents) within the United States Department of Health and Human Services responsible for federal oversight of the Medicaid, Medicare, and Children’s Health Insurance Programs.

**Dual Eligible** is an individual who is entitled to Medicare Part A and/or Medicare Part B and is eligible for some form of Medicaid. The D-SNP may enroll only those categories of Dual Eligible individuals identified in Appendix A.

**Dual Eligible Member or Member** means a Dual Eligible individual who is eligible and voluntarily enrolled in the MAO’s Dual Special Needs Plan.

**Dual Special Needs Plan (D-SNP)** is a specialized Medicare Advantage Plan for individuals who are entitled to medical assistance under a state plan under Title XIX of the Social Security Act that satisfies the requirements for such plans at [42 CFR § 422.2](#).

**Fee-for-Service (FFS)** means the Fee-for-Service North Dakota Medicaid Program.

**Healthcare Effectiveness Data and Information Set (HEDIS)** means set of Performance Measures developed by the National Committee for Quality Assurance (NCQA). The measures are designed to help health care purchasers understand the value of health care purchases and measure plan (e.g., MCO) performance. HEDIS is a registered trademark of NCQA.

**Home and Community-Based Services (HCBS) Medicaid Waivers** are agreements between CMS and a state's Medicaid agency that serve specific groups of people. To be eligible, individuals must meet level-of-care requirements—that they would require institutionalization in the absence of HCBS (Social Security Act §1915(c)(1)). Coverable HCBS are the services needed to avoid

institutionalization; these include but not limited to case management, home health aide and personal care, adult day health, habilitation, and respite care (§1915(c)(4)(B)).

**North Dakota HCBS Waivers:**

**Home and Community Based Services Waiver for Individuals with Intellectual Disabilities (IID/DD HBCS)** and related conditions provides an array of provider managed and participant directed services for individuals of all ages to have the opportunity to receive community alternatives to institutional placement. North Dakota Health and Human Services (NDHHS), Developmental Disabilities (DD), which is part of the State Medicaid Agency, administers the Waiver.

**Home and Community Based Services (HCBS)** provides service options for a continuum of home and community-based services in the least restrictive environment. NDHHS, Aging Services Division, which is part of the State Medicaid Agency, administers the Waiver.

**Integration** means providing a full array of Medicaid and Medicare benefits through a single delivery system to provide quality care for Dual Eligible Members, improve care coordination, and reduce administrative burdens.

**Interdisciplinary Care Team (ICT)** is a team including but not limited to Member, providers, other support professionals, and family members/caregivers, that collaboratively develops and implements care plans to meet the Member's medical, behavioral, long-term care, and social needs.

**Medicaid State Plan** means the binding written agreement between NDHHS and CMS which describes how the Medicaid program is administered and determines the services for which STATE will receive federal financial participation.

**Medically Necessary or Medical Necessity** means those services (1) which are reasonably calculated to prevent, diagnose, prevent the worsening of, alleviate, correct, or cure conditions in the Member that endanger life, cause suffering or pain, cause physical deformity or malfunction, threaten to cause or to aggravate a disability, or result in illness or infirmity; and (2) for which there is no other medical service or site of service, comparable in effect, available, and suitable for the Member requesting the service, that is more conservative or less costly. Medically Necessary services must be of a quality that meets professionally recognized standards of health care and must be substantiated by records including evidence of such Medical Necessity and quality.

**Medicare Advantage Organization (MAO)** means a public or private entity organized and licensed by a State as a risk-bearing entity (except for provider-sponsored organizations receiving waivers) that is

certified by CMS as meeting the Medicare Advantage contract requirements as defined in [42 CFR Part 422 -- Medicare Advantage Program](#).

**Medicare Savings Programs (MSP)** refers to a program for Medicare eligible individuals to receive assistance from the State to pay the premiums for Medicare Part A and Part B. In addition to premiums, individuals who qualify may receive assistance with their coinsurance and copayments. Income and Resources limit for the categories below can be found at [Medicare.gov-Medicare Savings Programs](#) or at <https://www.medicare.gov/basics/costs/help/medicare-savings-programs>.

**Model of Care (MOC)** is a D-SNP's description of its Member's unique characteristics and needs, the plan's care coordination and management processes; health risk assessment processes; individual care plan, interdisciplinary team, and care transition protocols; and other topics.

**National Committee for Quality Assurance (NCQA)** is a non-profit organization that accredits and measures the quality of care in Medicare health plans. NCQA evaluates D-SNPs against a set of standards for how D-SNP plans implement MOCs for D-SNP Members.

**Service Area** means the designated area in which the D-SNP is authorized to furnish covered services to D-SNP Members.

**STATE** means the State of North Dakota, acting through its North Dakota Department of Health and Human Services (NDHHS), Medical Services Division.

**State Medicaid Agency Contract (SMAC)** is a written agreement between the STATE and MAO for D-SNP contracting.

**Third Party** means any individual, institution, association, corporation, or public or private agency, including Medicare, private health insurance, and workers compensation insurance that is liable for payment of all or part of the medical cost of injury, disease, or disability of a Medicaid beneficiary.

**TTY/TDD** stands for Telephone Typewriter and Telecommunication Device for the Deaf, which allows for interpreter capability for deaf callers.

**Categories of Dually Eligible Individuals:**

- **Full Benefit Dual Eligible Members (FBDE)** refers to individuals who are entitled to Medicare Part A and/or Part B and are eligible for full Medicaid benefits. FBDEs are eligible for Medicaid payment of Medicare premiums, deductibles, coinsurance, and copayments (except for Medicare Part D) as well as full Medicaid benefits.
- **Qualified Disabled Working Individuals (QDWI)** eligible individuals are entitled to payment of Medicare Part A premium only. Individuals must meet the following conditions: under 65 years old, working, lost their premium-free Medicare Part A due to

returning to work, and are receiving medical assistance and meet the income and resource limits.

- **Qualified Medicare Beneficiary (QMB)** eligible individuals must be eligible for or enrolled in Medicare Part A (with or without payment of a premium) and are entitled to payment of Medicare Part B and/or Part A premiums, as well as coverage for Part A and B cost sharing (copayments, coinsurance, and deductibles).
- **QMB Plus (QMB+)** refers to QMBs who also meet the financial criteria for full Medicaid coverage. QMB+ individuals are entitled to QMB Medicaid benefits, plus all benefits under the State Plan for fully eligible Medicaid recipients.
- **Qualifying Individuals (QI)** eligible individuals must have Medicare Part A, may not be eligible for any full-benefit Medicaid eligibility groups, and are entitled only to the payment of their Medicare Part B premium. Eligibility may be established for as many as three calendar months prior to the month in which the application was received or the date SSA received the Low-income Subsidy application. If the individual only has Medicare Part A, Part B can be added with a coverage start date of when ND Medicaid can pay the Part B premium.
- **Specified Low-Income Medicare Beneficiary (SLMB)** eligible individuals must have Medicare Part A and are entitled only to the payment of their Medicare Part B premium. Eligibility may be established for as many as three calendar months prior to the month in which the application was received or the date SSA received the Low-income Subsidy application. If the individual only has Medicare Part A, Part B can be added with a coverage start date of when ND Medicaid can pay the Part B premium.
- **SLMB Plus (SLMB+)** refers to SLMBs who also meet the financial criteria for full Medicaid coverage. Such individuals are entitled to Medicaid payment of the Medicare Part B premium, as well as full Medicaid benefits.

## SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Health and Human Services, Medical Services Division (STATE), has determined the identified in the Scope of Service section below should be upheld.

{Vendor} (Medicare Advantage Organization), {Address}, {City}, {State}, {Zip Code}, proposes to provide those services listed in the Service Agreement (Agreement); Appendix A: Dual Eligible Categories, Covered Benefits, & D-SNP Eligibility; Appendix B: Covered and Non-Covered Medicaid Services; and Appendix C: D-SNP Service Area and Categories of Eligibility.

STATE and Medicare Advantage Organization (MAO) therefore enter into the following:

### **1. ACKNOWLEDGEMENT OF AWARENESS**

By executing this Agreement, MAO acknowledges it is aware and understands the following:

STATE views Medicare Advantage D-SNP(s) as a critical component of any future program integrations, as STATE desires to better align and integrate care for its Dual Eligible Members.

STATE intends to be an active partner with MAO in reviewing its supplemental benefit offerings and capturing the value of supplemental benefits to North Dakota D-SNP Members. STATE intends to collaborate with MAOs to design D-SNP supplemental benefit offerings that are well-aligned with North Dakota Medicaid benefits.

In subsequent years, STATE intends to require all MAOs that contract with STATE to offer D-SNPs to have D-SNPs available to qualified Members who reside in every county of the state.

STATE intends to continue to develop and enhance SMAC requirements for all D-SNPs operating in North Dakota. STATE will work to build robust partnerships with all North Dakota D-SNPs and increase its levels of collaboration with them. STATE's work will aim to advance its stated integration and alignment goals; to improve health outcomes for its Dual Eligible Members; and to drive sustained plan success.

### **2. TERM OF THE AGREEMENT**

- a. MAO acknowledges and understands that this SMAC is not effective until it has received all requisite STATE government approvals. The SMAC will become effective January 1, 2025, and will continue in full force and effect through December 31, 2025, unless otherwise specified by STATE.

b. This Agreement will not automatically renew.

**3. BACKGROUND AND DUAL ELIGIBILITY**

a. Dual eligible categories are:

- Qualified Medicare Beneficiary (QMB)
- Qualified Medicare Beneficiary Plus (QMB+)
- Special Low-Income Medicare Beneficiary (SLMB Only)
- Special Low-Income Medicare Beneficiary Plus (SLMB +)
- Qualifying Individual (QI)
- Qualified Disabled and Working Individual (QDWI)
- Other Full Benefit Dual Eligible (Other FBDE)

b. For the purposes of this Agreement, STATE chooses to permit MAO to enroll any of the following categories of dually eligible individuals in D-SNPs. This list is also provided in Appendix A:

- Qualified Medicare Beneficiary (QMB)
- Qualified Medicare Beneficiary Plus (QMB+)
- Special Low-Income Medicare Beneficiary Plus (SLMB+)
- Other Full Benefit Dual Eligible (Other FBDE)

c. MAO must verify a person's Medicare and Medicaid eligibility prior to enrolling the person into a D-SNP. MAOs will verify Medicaid eligibility by submitting 270 transactions to STATE requesting the necessary information and reviewing the 271 response transactions received from STATE.

**4. SCOPE OF SERVICE**

a. WHEREAS MAO, a duly licensed health maintenance organization/insurance company that offers a D-SNP that has NCQA MOC approval, sponsors Medicare Advantage plans in North Dakota and offers one or more D-SNPs to dually eligible Medicaid and Medicare members to provide coverage for Medicare services; and

b. MAO shall provide coverage of Medicare Part A, Part B, and Part D services for D-SNP Members enrolled in its D-SNP(s) in North Dakota in accordance with its Medicare Advantage contract with CMS. Any D-SNP offered under this Agreement must be reviewed and approved by CMS.

**5. CARE COORDINATION**

a. This Agreement is a care coordination agreement. Medicaid covered services will continue to be provided by STATE on a fee-for-service basis. MAO shall maintain current knowledge and familiarity of North Dakota Medicaid (State Plan) covered services through ongoing reviews of

North Dakota laws, rules, policies, and guidance as posted on the [North Dakota Medicaid website](https://www.hhs.nd.gov/healthcare/medicaid) or at <https://www.hhs.nd.gov/healthcare/medicaid>.

- b. MAO shall timely coordinate North Dakota FFS Medicaid covered services for its enrolled Dual Eligible Members. North Dakota Medicaid covered services are described in Appendix B and on the [North Dakota Medicaid website](https://www.hhs.nd.gov/healthcare/medicaid) or at <https://www.hhs.nd.gov/healthcare/medicaid>.
- c. Care coordination will include specific coordination to ensure D-SNP Members have access to all covered Medicare and Medicaid services. MAO shall:
  - 1) Offer services to ensure appropriate coordination and integration of Medicare and Medicaid benefits is available to its members. Such health service resources include, but are not limited to, discharge planning; disease management; staff dedicated to supporting care management; and coordinate access to 1915c Waiver benefits, 1915i state plan benefits, and other programs or services needed.
  - 2) Coordinate benefits directly with STATE, its program representatives, contractors, and providers, including implementation of individualized care plans, as appropriate, to coordinate and ensure continuity of care.
  - 3) Coordinate access to Medicaid covered services upon the Member's request or as identified by the D-SNP case manager. Such coordination may include, but is not limited to, identification of and referrals to needed services, assistance with Medicaid appeals and grievances, assistance in care planning, and assistance in obtaining appointments for needed services.
  - 4) Make information available to D-SNP's network providers about Medicaid covered services so that they may assist D-SNP Members to receive needed services not covered by Medicare.
  - 5) Provide information to the D-SNP's network providers about the D-SNP's coordination of Medicaid and Medicare benefits for D-SNP Members.
- d. MAO shall make a referral to the appropriate agency for follow-up and possible provisions of benefits when a D-SNP member requests or MAO determines a Member may need a benefit or service that is not covered by the MAO D-SNP.
- e. MAO shall be responsible for providing care coordination for all Medicare and Medicaid services for all D-SNP Members.
- f. MAO is not responsible for the provision of, or paying reimbursement for, any State Plan benefits.

## 6. MODEL OF CARE

a. STATE requirements described in this section are in addition to all existing Medicare D-SNP MOC requirements outlined in 42 CFR §422.101(f) and Chapter 5 of the Medicare Managed Care Manual. In subsequent years when the MOC is up for renewal by CMS, the D-SNP will submit a MOC to be reviewed and approved by the STATE prior to the required resubmission to CMS/NCQA with the following requirements included:

- 1) The D-SNP develop and implement care coordination procedures that are submitted to and approved by STATE, for referral and coordination of care of D-SNP Members who receive State Plan Medicaid benefits and services through FFS. State Plan benefits and services requiring referral and coordination of care by MAO through its D-SNP that are outlined in Appendix B.
- 2) The D-SNP will describe in the MOC how D-SNP case managers participating in the Interdisciplinary Care Team (ICT) are trained by the plan to identify and understand the full spectrum of Medicare and State Plan Medicaid services, including, but not limited to: long-term services and supports (LTSS), home and community-based services, and Money Follows the Person.
- 3) The D-SNP will explain in the MOC how the SNP facilitates the participation of D-SNP Members and their caregivers as members of the ICT and supports active engagement in both ICP and ICT processes.
- 4) Describe how the ICP identifies any ND Medicaid services the D-SNP Members needs and how the D-SNP will facilitate coordination, access, and document referrals, including, but not limited to referrals and connections to:
  - Community Based Organizations, such as those serving D-SNP Members with disabilities.
  - County mental health and substance use disorder services.
  - Housing and homelessness providers.
  - LTSS programs, including In-Home Supportive Services.
  - Transportation to access Medicare and Medicaid services.
  - Medicaid Dental Services.

- 5) MAO shall submit to STATE via SFTP its final, approved MOC with its MOC score to STATE within five (5) business day after receiving approval of the MOC from NCQA. If MAO makes any changes to its MOC, MAO shall resubmit its MOC to STATE with thirty (30) days of submission to CMS.
- 6) If MAO needs to make revisions to the MOC, STATE will review and respond to MAO within thirty (30) days after receiving the MOC.
- 7) If the MAO authorizes another entity or entities to provide STATE on an annual basis its approved MOC, MAO must retain responsibility for complying with this requirement.

## **7. HEALTH RISK ASSESSMENT**

- a. MAO shall use a HRA to assess the medical, functional, cognitive, psychosocial, mental health, and social needs for all D-SNP Members to comply with the federal requirements described in 42 CFR §422.101(f)(1)(i) and in sections 20.2.1 Chapter 5 [of the Medicare Managed Care Manual](#) or at <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c05.pdf>. The HRA must contain appropriate questions about housing stability, food security, and access to transportation to comply with the federal requirements described in 42 CFR §422.101(f)(1)(i) and in sections 90.2 and 90.3 of Chapter 16.B of the Medicare Managed Care Manual.
- b. MAO shall conduct an initial HRA within ninety (90) days of D-SNP enrollment effective date and shall conduct a subsequent HRA within 365 days of the last HRA for full-benefit Dual Eligible Members (QMB+, SLMB+, and Other FBDE Members). All HRAs shall be administered by the Member's preferred method which can include: telephonically, video-based telehealth contact, or in person.
- c. MAO must document at least three (3) contact attempts with enrollee or the enrollee's refusal to complete the required HRA.
- d. MAO must use qualified health professionals, including individuals who possess an appropriate professional scope of practice, licensure, and/or credentials, to review and analyze completed D-SNP Members' HRA. Examples of health professionals who may complete the review and analysis of the HRA include: registered nurse, license practical nurse, social worker, and other licensed healthcare provider, as appropriate.
- e. MAO shall provide alternative methods (including telehealth) when in-person communication is unable or does not meet the needs of the Member.

- f. MAO shall provide culturally appropriate and accessible communication in accordance with the Member's choice.
- g. To the extent that Medicaid and Medicare requirements for health risk assessment conflict or overlap, MAO shall determine how to follow the Medicare requirements.

**8. COVERAGE AREA AND ELIGIBLE MEMBERS**

- a. The service area is the counties in which D-SNP Members or potential D-SNP Members reside and for whom the D-SNP is approved to provide services by CMS. MAO will also identify the service area of the D-SNP according to counties identified on Appendix C.
- b. Additional counties may be added later with CMS and STATE approval.
- c. For the 2025 contract year, MAO may choose the counties in which the MAO's D-SNPs will be offered. MAO will actively work towards expanding service areas as determined by STATE and stated in Section 2 of this Agreement.
- d. MAO may enroll the specific groups of Dual Eligible Members referenced in Appendix A.
- e. MAO will maintain contracts with participating providers whereby MAO assures adequate access and availability to D-SNP Members for all Medically Necessary covered services following CMS access standards and guidelines. MAO maintains policies and procedures to regularly monitor access and availability of such providers to ensure MAO consistently meets such access standards and guidelines. MAO agrees to maintain a contracted participating provider network which is qualified to serve D-SNP Members enrolled in the D-SNP, including any specific special care needs of such D-SNP Members which are covered under the D-SNP.

**9. MEDICAID ELIGIBILITY**

- a. The D-SNP shall report to STATE any change in status of its D-SNP Members which may impact the member's eligibility for Medicaid or the D-SNP, within seven (7) calendar days of such information becoming known to the D-SNP. This includes, but is not limited to:
  - 1) Birth
  - 2) Change of address
  - 3) Incarceration
  - 4) Permanent placement in State-operated psychiatric or developmental institution or another program rendering the individual ineligible for D-SNP enrollment
  - 5) Death
  - 6) Disenrollment from the D-SNP, as defined by CMS.

- b. The D-SNP shall assist D-SNP Members with Medicaid eligibility redetermination processes. The D-SNP shall:
  - 1) Help D-SNP Members complete Medicaid redetermination materials
  - 2) Monitor Medicaid financial eligibility termination dates to identify D-SNP Members who may soon need assistance with Medicaid redetermination processes and conduct outreach to those D-SNP Members
  - 3) Educate D-SNP Members on maintaining their Medicaid eligibility.

**10. COST SHARING AND CLAIM PROCESSING**

- a. STATE will follow its approved State Plan methodology for processing claims for D-SNP Members. STATE shall retain financial responsibility for applicable Medicare cost-sharing obligations as detailed in the State Plan. If applicable, MAO will submit claims eligible for coordination of cost-sharing directly to STATE for payment of appropriate amounts as determined by STATE.
- b. North Dakota does not allow for any copayments to be charged under its State Plan for Medical Assistance for any of the populations allowed to enroll in MAO's D-SNP(s). MAO will only enroll QMB, QMB+, SLMB+, and Other Full-Benefit Dual Eligible individuals into its D-SNP(s). Therefore, per section 1902(n)(3)(B) and section 1852(a)(7) of the Social Security Act and 42 CFR 422.504(g)(1)(iii), none of the MAO's D-SNP Members may be charged any cost sharing for any Medicare A or B service rendered by one of the D-SNP network providers.
- c. MAO's D-SNP member materials shall also make clear that D-SNP Members will owe no Medicare cost sharing amounts for any Medicare A and B services covered by the D-SNP and rendered by a provider in MAO's network.
- d. MAO's D-SNP provider agreements shall specify that a contracted Medicare provider agrees to accept MAO's D-SNP Medicare reimbursement as payment in full for services rendered to Dual Eligible Members, or to bill North Dakota Medicaid as applicable for any additional Medicare payments that may be reimbursed by Medicaid.
- e. Medicaid is required by federal regulations to access all third-party payment sources and to seek reimbursement for services that have also been paid by Medicaid. MAO shall cooperate with STATE's efforts to enforce third party liability, including procedures for appropriate coordination of benefits between Medicare and Medicaid. Medicare benefits, including those offered by MAO through its Plans, will sometimes pay after third party resources other than Medicaid and nothing in this Agreement shall prevent MAO from enforcing its rights regarding payments of and by any non-Medicaid third party.

## **11. INFORMATION SHARING**

- a. MAO shall utilize online access to the STATE's web-enabled provider directory at [North Dakota Medicaid | Health and Human Services North Dakota](#) or at <https://www.hhs.nd.gov/healthcare/medicaid>, Medicaid Management Information System (MMIS), or other designated access to verify Medicaid provider enrollment. MAO will maintain a current list in their provider directory those health care providers that are participating in the D-SNP's provider network.
- b. MAO must require that its contracted hospitals, nursing facilities, and skilled nursing facilities notify MAO within one (1) business day admissions of any full-benefit Dual Eligible Members (QMB+, SLMB+, or Other FBDE Members). MAO case manager must follow-up with any full-benefit Dual Eligible Member admitted to a hospital or nursing facility within two (2) business days of notification to address any care needs, including skilled services covered by Medicare and services covered by North Dakota Medicaid. MAO has two (2) business days upon initial notification to notify STATE via SFTP of a full-benefit Dual Eligible Member's admission to a contracted hospital, nursing facility, or skilled nursing facility.

## **12. REPORTING**

- a. MAO will provide a summary report for the current contract year via SFTP to STATE on a quarterly basis, due thirty (30) days from the end of the previous three-month period, to STATE for Dual Eligible Members hospitalized or in a skilled nursing facility. MAO's report shall include the following:
  - Number and percent of D-SNP enrollment by county;
  - Number and percent of D-SNP Members also enrolled in North Dakota waiver programs by county;
  - Number and percentage of D-SNP Members offered D-SNP care coordination;
  - Number and percentage of D-SNP Members accepting D-SNP care coordination; and
  - Number and percentage of D-SNP Members readmitted during current year.

During the three (3)-month reporting period:

- Number and percentage of D-SNP Members who experienced an inpatient hospitalization;
  - Percentage of D-SNP population receiving care coordination services from the D-SNP prior to hospitalization;
  - Number and percentage of D-SNP Members discharged from hospital to community;
  - Number and percentage of D-SNP Members discharged from hospital to Skilled Nursing Facility (SNF);
  - Number and percentage of D-SNP Members discharged from hospital to other facility;
  - Number and percentage of D-SNP Members discharged from SNF to community; and
  - Number and percentage of D-SNP Members discharged from SNF to other facility.
- b. The D-SNP will provide a summary report for the current contract year via SFTP to STATE on a quarterly basis, due thirty (30) days from the end of the previous three-month period, to STATE for Dual Eligible Member's HRA or other care management data. MAO's report shall include the following:
- Number of new D-SNP Members due for an initial HRA;
  - Number of D-SNP Members eligible for annual reassessment;
  - Number of HRAs performed (initial and annual reassessments);
  - Number of HRA refusals (initial and annual reassessments);
  - Number of HRAs (initial and annual reassessments) not performed because the D-SNP was unable to reach D-SNP Members; and
  - Number of D-SNP Members who need assistance daily with two (2) or more activities of daily living (ADL), including, but not limited to: personal hygiene/grooming, assistance walking, help transferring, help eating, or managing medication.
- c. MAO shall submit to the STATE currently reported quality measurement data and deliverables consistent with those described in [Chapter 5 of the Medicare Managed Care Manual, Section 30. Reports](#) or at <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c05.pdf> must be received by STATE within thirty (30) business days of MAO submission to or receipt of each of the following deliverables to/from CMS, unless otherwise specified below. Required submissions include, but are not limited to:
- 1) Audited summary-level and patient-level HEDIS data MAO is required to submit to NCQA and CMS;

- 2) The final NCQA HEDIS Compliance Audit Report provided to MAO by the NCQA-licensed audit firm;
  - 3) All Medicare Health Outcomes Survey (HOS) data feedback reports provided to MAO by CMS;
  - 4) Any reports or materials pertaining to annual MAO participation in the Medicare Advantage and Prescription Drug Plan (MA & PDP) Consumer Assessment of Healthcare providers and Systems (CAHPS) survey;
  - 5) Significant changes to the terms of the Medicare contract with CMS, including D-SNP non-renewals, terminations, and service area reductions within fifteen (15) business days of approval by CMS;
  - 6) Any D-SNP non-renewals, terminations, and service area reductions approved by CMS must be immediately reported to STATE;
  - 7) Audit findings and corrective action plans, within fifteen (15) business days of either being notified by CMS or submitting them to CMS;
  - 8) Any changes made to the use of projected Medicare savings and rebates within fifteen (15) business days of CMS approval of the changes;
  - 9) Notices of non-compliance from CMS within fifteen (15) business days of the notification;
  - 10) Sanctions of any kind imposed by CMS within fifteen (15) business days of the notification; and
  - 11) Performance information, including CMS warning letters, deficiency notices, and notices of Medicare star ratings less than 3.0, within fifteen (15) business days of the notification.
- d. If MAO authorizes another contractor or subcontractor to provide information sharing or reporting requirements to STATE, MAO must retain responsibility for complying with contract requirements.

### **13. MARKETING**

- a. MAO shall not use the Medicaid provider listing as a resource for marketing purposes. Any attempt to use the Medicaid provider information without obtaining explicit written approval from STATE may result in termination of this Agreement.
- b. MAO must provide STATE with copies of all CMS approved enrollment forms, enrollment packet documents beyond the enrollment form, Summaries of Benefits, and Annual Notice of Change specifically related to STATE's Medicaid program or that describe Medicaid benefits, services, or procedures within fifteen (15) days after CMS approval.

#### **14. OTHER CONTRACTOR RESPONSIBILITIES**

- a. To support ongoing engagement and commitment to improving integration of Medicare and Medicaid services for dual eligible individuals in North Dakota and to foster increased efficiencies and alignment between Medicare and Medicaid operations, processes, and administration, STATE shall require MAO to dedicate resources and time to attend and engage in regular ongoing meetings to build meaningful communication and collaboration between STATE and all North Dakota D-SNPs. Some of the most frequent recurring meetings shall be:
  - Quarterly STATE and MAO D-SNP Executive Update
  - Annual Contract Year State Medicaid Agency Contract (SMAC) Kickoff
- b. MAO will also be expected to participate and commit sufficient time and staff for supporting initiatives and projects that support the implementation of SMAC requirements. MAO shall also attend ad-hoc meetings as requested by STATE. STATE reserves the right to request and require specific MAO D-SNP staff members to attend the above-listed meetings and shall reasonably accommodate MAO D-SNP staff schedules and needs as much as practicable when scheduling requested ad-hoc meetings.

#### **15. TERMINATION**

- a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.
- b. Early Termination in the Public Interest

STATE is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, STATE, in its sole discretion, by written notice to MAO, may terminate this Agreement in whole or in part.
- c. Termination for Lack of Funding or Authority

STATE may terminate the whole or any part of this Agreement, effective upon delivery of written notice to MAO or on any later date stated in the notice, under any of the following conditions:

  - 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
  - 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

STATE may terminate this Agreement effective upon delivery of written notice to MAO, or any later date stated in the notice:

- 1) If MAO fails to provide services required by this Agreement within the time specified or any extension agreed to by STATE; or
- 2) If MAO fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

- e. In the event CMS notifies MAO that MAO will not be permitted to continue offering a D-SNP (or plan benefit package) that is listed in Appendix C, MAO may terminate this Agreement by notifying STATE. The termination will be effective on the date specified in MAO's notice to STATE.

The rights and remedies of STATE provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**16. NONPERFORMANCE**

Failure by MAO to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by MAO renders the Agreement impossible of performance by MAO and is caused by circumstances beyond the control of MAO, and through no fault of MAO, the Agreement will be terminated and STATE may set off, against any liability or obligations owed to MAO under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

**17. FORCE MAJEURE**

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, pandemics, acts of God, or war if the event is beyond the party's reasonable control, and the affected party gives notice to the other party immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

## **18. MAO ASSURANCES**

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to STATE are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

By signing this Agreement MAO certifies that neither MAO, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government. MAO must be an approved MAO with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

## **19. AUTHORITY TO CONTRACT**

MAO may subcontract with qualified MAOs of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. MAO is solely responsible for the performance of any subcontractor. MAO may not contract for or on behalf of or incur obligations on behalf of State. MAO may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent.

## **20. INDEPENDENT ENTITY**

MAO is an independent entity under this Agreement. MAO, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and MAO. MAO retains sole and absolute discretion

in the manner and means of carrying out MAO's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

## **21. INDEMNIFICATION**

MAO agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by MAO to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08. MAO also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against MAO in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

## **22. INSURANCE**

a. MAO shall provide certificate of insurance and any endorsements to STATE electronically to:

Name: Kyle J. Nelson

Email Address: kylnelson@nd.gov

Email Subject Line: Certificate of Insurance – NAME OF MAO

b. MAO shall secure and keep in force during the term of this Agreement and MAO shall require all subcontractors, prior to commencement of an agreement between MAO and the subcontractor, to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- 3) Workers' compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Agreement.

- 4) Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
  - 5) Professional errors and omissions with minimum limits of \$1,000,000 per claim and in the aggregate, MAO shall continuously maintain such coverage during the contract period and for three years thereafter. In the event of a change or cancellation of coverage, MAO shall purchase an extended reporting period to meet the time periods required in this section.
- c. The insurance coverages listed above must meet the following additional requirements:
- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of MAO.
  - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
  - 3) The duty to defend, indemnify, and hold harmless the State under this Agreement shall not be limited by the insurance required in this Agreement.
  - 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of MAO.
  - 5) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.
  - 6) MAO shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. All endorsements shall be provided as soon as practicable.
  - 7) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.
  - 8) MAO shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. MAO shall provide on an ongoing basis, current certificates of insurance during the term of the Agreement. A renewal certificate will be provided 10 days

prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

**23. NOTICE**

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

{Vendor}		ND Department of Health and Human Services
{Address}	OR	Medical Services Division
{City}, {State}, {Zip}		600 E Boulevard Ave, Dept 325 Bismarck, ND 58505-0250

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

**24. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS**

This Agreement constitutes the entire Agreement between MAO and STATE. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control.

**25. SEVERABILITY**

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

## **26. APPLICABLE LAW AND VENUE**

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

## **27. ASSIGNMENT**

MAO may not assign this Agreement without STATE's express written consent, provided, however, that MAO may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom STATE is prohibited from conducting business, STATE shall have the right to terminate without cause. This Agreement is equally binding on the respective parties and their successors and assigns.

## **28. SPOILIATION-PRESERVATION OF EVIDENCE**

MAO shall promptly notify STATE of all potential claims that arise or result from this Agreement. MAO shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

## **29. WORKS FOR HIRE**

MAO acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to STATE all rights and interests MAO may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by MAO in performance of this Agreement for STATE shall be the sole property of STATE, and MAO hereby assigns and transfers all its right, title, and interest therein to STATE. MAO shall execute all necessary documents to enable STATE to protect STATE's intellectual property rights under this section.

**30. WORK PRODUCT, EQUIPMENT, AND MATERIALS**

All work product, equipment, and materials created for STATE or purchased by STATE under this Agreement belong to STATE and must be delivered to STATE at STATE's request upon expiration or termination of this Agreement.

**31. CONFIDENTIAL INFORMATION**

MAO shall not use or disclose any information it receives from STATE under this Agreement that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by STATE. STATE shall not disclose any information it receives from MAO that MAO has previously identified as confidential and that STATE determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of STATE and MAO to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

**32. COMPLIANCE WITH PUBLIC RECORDS LAWS**

MAO understands that, in accordance with this Agreement's Confidential Information section, STATE must disclose to the public upon request any records it receives from MAO. MAO further understands that any records obtained or generated by MAO under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under certain circumstances under the North Dakota open records law. MAO agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE's instructions on how to respond to the request.

**33. ATTORNEY FEES**

If a lawsuit is filed by STATE to obtain performance due under this Agreement, and STATE is the prevailing party, MAO shall pay STATE's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

**34. ALTERNATIVE DISPUTE RESOLUTION- JURY TRIAL**

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

**35. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

MAO agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

MAO agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. MAO shall have and keep current all licenses and permits required by law during the term of this Agreement.

MAO is prohibited from boycotting Israel for the duration of this Agreement. (See N.D.C.C § 54-44.4-15.) MAO represents that it does not and will not engage in boycotting Israel during the term of this Agreement. If STATE receives evidence that MAO boycotts Israel, STATE shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if MAO has fewer than ten full-time employees.

MAO's failure to comply with this section may be deemed a material breach by MAO entitling STATE to terminate in accordance with the Termination for Cause section of this Agreement.

**36. ACCESS TO BOOKS AND RECORDS**

MAO shall provide STATE, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of MAO, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of MAO relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. MAO shall maintain all of these records for at least three (3) years following completion of this Agreement and be able to provide them at any reasonable time. STATE, State Auditor, or Auditor's designee shall provide reasonable notice.

**Error! Reference source not found.**

By \_\_\_\_\_ DATE

Its \_\_\_\_\_

\_\_\_\_\_  
{XX-XXXXXXXX}  
Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

By \_\_\_\_\_ DATE  
SARA STOLT  
DEPUTY COMMISSIONER

By \_\_\_\_\_ DATE  
KYLE J. NELSON  
CONTRACT OFFICER  
Approved for form and content

**Appendix A: Dual Eligible Categories, Covered Benefits, & D-SNP Eligibility**

Category	Medicare Part A Premiums	Medicare Part B Premiums	Medicare Cost Sharing (Except Part D)		Other Medicaid Benefits	D-SNP Eligible
			Part A	Part B		
QMB Only	X	X	X	X		X
QMB +	X	X	X	X	X	X
FBDE	X	X	X	X	X	X
SLMB+		X	X	X	X	X
SLMB		X				
QI		X				
QDWI	X					

## Appendix B: Covered and Non-Covered Medicaid Services

### ND Medicaid Covered Services

The services listed below are a general listing, some covered services have limitations or restrictions.

- Breast and Cervical Cancer Early Detection Program: Medicaid pays for breast and cervical cancer screenings. Medicaid also pays for tools and tests that a provider uses to know if a patient has cancer. Medicaid covers women who don't have insurance and need medical care for breast cancer, cervical cancer, or pre-cancer. To learn more about Medicaid Breast and Cervical Cancer Early Detection Program, visit [Women's Way webpage](#) or at <https://www.hhs.nd.gov/health/women/womens-way>.
- Hospital
  - Inpatient: Covers room and board, regular nursing services, supplies and equipment, operating and delivery room, X-rays, lab, and therapy.
  - Outpatient: Covers emergency room services and supplies, lab, X-ray, therapies, drugs and biologicals, and outpatient surgery.
- Nursing Facility: Covers room and board, nursing care, therapies, general medical supplies, wheelchairs, and durable medical equipment.
- Clinics, Rural Health Clinics: Covers outpatient medical services and supplies furnished under the direction of a doctor.
- Hospice: Provides health care and support services to terminally ill individuals and their families.
- Physicians: Covers medical and surgical services performed by a doctor, supplies and drugs given at the doctor's office, and X-rays and laboratory tests needed for diagnosis and treatment.
- Extended Post-Partum Coverage: Medicaid provides health care coverage for new mothers up to twelve (12) months after her baby is born without re-applying. Learn more at [ND Medicaid extended coverage for new moms](#) or at <https://www.hhs.nd.gov/human-services/medicaid/about/newmoms>.
- Prescription Drugs: Covers a wide range of, but not all, prescription drugs, insulin, family planning prescriptions, supplies, and devices. Requires a prescription from a doctor. Pharmacists can tell you if a particular drug is covered by Medicaid.
- Chiropractor: Covers X-rays and manual manipulation of the spine for certain diagnoses.
- Health Tracks: Covers screening and diagnostic services to determine physical and mental status, and treatment to correct or eliminate defects or chronic conditions and help prevent health problems from occurring for children under twenty-one (21). Also covers medically necessary

orthodontia and vaccinations. [Learn more about Health Tracks](#) or at <https://www.hhs.nd.gov/healthcare/medicaid/health-tracks>.

- Home Health: Covers nursing care, therapy, and medical supplies when provided in a member's home. Care must be ordered by a physician.
- Durable Medical Equipment and Supplies: Covers medical supplies, such as oxygen and catheters and reusable equipment that is primarily medical in nature. Items must be medically necessary and do not include exercise equipment, personal comfort, or environmental control equipment.
- Dental: Medicaid helps pay for dental care. Medicaid covers dental for children and adults. Coverage starts over for each person every January 1. Some covered dental services include: two (2) cleanings per year, two (2) exams per year, cleanings, tooth removal, anesthesia, dentures (partial and full), X-Rays, fluoride varnish, sealants (children only), braces (children only), and fillings. To find a dentist in your area visit [www.insurekidsnow.gov](http://www.insurekidsnow.gov).
- Family Planning: Covers diagnosis and treatment, drugs, supplies, devices, procedures, and counseling for persons of childbearing age.
- Sterilization: Covers sterilization procedures if: (1) The recipient is at least twenty-one (21) years old; (2) The recipient is legally competent; (3) The recipient signs an informed consent form; and (4) At least thirty (30) days but not more than one hundred eighty (180) days have passed between the signing of the consent form and the sterilization.
- Podiatry: Covers office visits, supplies, X-rays, and surgery procedures.
- Medicare Savings Programs: These programs assist with Medicare costs for Medicare-eligible individuals who have low income and assets. These plans are for people who are entitled to or enrolled in Medicare Part A. Medicaid Saving Programs pay for Medicare Part A and/or B premiums, and in some cases, Part A and B cost sharing, as well. Behavioral Health
- Behavioral Health services offered: Psychiatric and psychological exams and psychotherapy: individual, in a small group, with your family; psychiatric treatment with a hospital or psychiatric unit stay (in-patient treatment), psychiatric treatment without a hospital stay (partial hospitalization), residential treatment centers for people under age twenty-one (21), and substance use disorder (SUD) treatment centers. You can visit ND Medicaid webpage to find out more. Visit our [Mental Health Directory](#) or at <https://www.hhs.nd.gov/behavioral-health/directory> to find a mental health program.
- Ambulance: Covers ground and air ambulance trips, attendant, oxygen, and mileage when medically necessary to transport a recipient to the closest health care facility meeting his needs.

House Bill 1282 permits ambulance personnel to refuse transport to an individual where medical necessity cannot be demonstrated and recommend an alternative course of action for the individual. If the ambulance was not medically necessary, Medicaid will not pay for the service.

- Transportation: Covers non-emergency transportation services to and from the recipient's home to the closest medical provider capable of providing a medically necessary examination or treatment.
- Vision: Covers exam, glasses, frames, and some hard contact lenses for the correction of certain conditions. Replacement eyeglasses may only be provided after a minimum of twelve (12) months for children under twenty-one (21) or twenty-four (24) months for adults if a lens change is medically necessary.
- An exception to the replacement limitation may be made if new eyeglasses are required for a significant change in correction and the eyeglasses are prior approved. Lost or broken glasses for individuals over twenty-one (21) will not be replaced within the first two (2) years.
- Therapies: Covers physical and occupational therapy and speech and language pathology.
- Waiver Services - Home and Community-Based Services, Traumatic Brain Injury: Provides personal care and other services not otherwise covered under the Medicaid program to individuals who are at risk of institutionalization in a nursing facility.
- Out-of-State Services: Medically necessary covered services may be provided outside of North Dakota if the services are not available within North Dakota and have been prior approved by the STATE or if the services are provided in an emergency situation.

#### **ND Medicaid Non-Covered Services**

The items or services listed below are generally not covered by the Medicaid program. Some exceptions do apply; however, the item or service must be medically necessary and ordered by a physician before the exception can be applied.

- Items or services which have been determined by the STATE Medical, Optometric, or Dental consultant, or the peer review organization to not be medically necessary.
- Items or services provided by immediate relatives or members of the recipient's household.
- Over-the-counter drugs, home remedies, food supplements, nutritional items, vitamins, or alcoholic beverages except for certain items which are prescribed by a doctor.
- Broken or missed appointments.
- Medical equipment and supplies for an individual in a nursing facility, swing bed, or ICF/MR.
- Custodial care.

- Services for individuals over twenty-one (21) and under sixty-five (65) in the state hospital, a public institution, or an institution for mental disease.
- Health services that are not documented in the recipient's medical record.
- Services, procedures, or drugs which are considered experimental by the US Department of Health and Human Services or another federal agency.
- Drugs and biologicals which the federal government has determined to be less than effective (Desi drugs).
- Cosmetic surgery to improve the appearance of an individual when not incidental to repairs following an accidental injury or any cosmetic surgery which goes beyond what is necessary for the improvement of the functioning of malformed body members.
- Acupuncture.
- Organ transplants that are not prior approved.
- Procedures for implanting an embryo.
- Procedures and services to reverse sterilization.
- Autopsies.
- Reports required solely for insurance or legal purposes.
- Record keeping, charting, or documentation related to providing a covered service.
- Vocational training, educational activities, teaching, or counseling.
- Self-help devices, exercise equipment, protective outerwear, personal comfort items or services, and environmental control equipment.
- Computers, computer hookups, or printers except for assistive communication devices.
- Payment to hold a bed in a nursing facility, swing bed, or ICF/MR unless specifically provided for by the department.
- Payment for a private room in a nursing facility or basic care facility.

**Appendix C: D-SNP SERVICE AREA AND CATEGORIES OF ELIGIBILITY**

D-SNP ENTITY	CONTRACT NUMBER	SERVICE AREA	SPECIAL NEEDS PLAN (Y/N)	APPLICABLE CATEGORY OF DUAL ELIGIBLE OR OTHER DUAL ELIGIBLE
[Legal Entity]	H0000-PBP	[Counties]	Y	<input type="checkbox"/> Only full-benefit dually eligible beneficiaries (QMB+, SLMB+, and Other Full Benefit Dually Eligible Beneficiaries only) <input type="checkbox"/> QMB <input type="checkbox"/> QMB+ <input type="checkbox"/> SLMB <input type="checkbox"/> SLMB+ <input type="checkbox"/> Other Full Benefit Dually Eligible (FBDE) Beneficiaries