



[NUMBER] Amendment to the 2016 [PROGRAM TITLE] Contract

The following changes are made to the contract through this amendment:

Article I, Definitions, is amended to read:

75. **Marketing:** any communication from a managed care organization to an individual who is not enrolled in that entity that can reasonably be interpreted as intended to influence the individual to enroll in or not to enroll in that particular managed care organization's Medicaid product, or to disenroll from another managed care organization's Medicaid product. Communications from a Qualified Health Plan to Medicaid beneficiaries are excluded from the definition of marketing, even if the issuer of the Qualified Health Plan is also an entity providing Medicaid managed care.

Article VII. Services, Section A.6 is inserted, with subsequent subsections re-numbered accordingly:

6. *In Lieu of Services*

a. Definition

In lieu of services are a subset of alternate services that the Department has, as a general matter, determined are medically appropriate and cost-effective substitutes for covered services in the benefit package, and:

- i. Which are offered to a member at the discretion of the MCO;
- ii. Which the member agrees to as an alternate service; and
- iii. For which utilization and cost are taken into account in setting capitation rates, unless a statute or regulation explicitly requires otherwise.

b. In Lieu of Services for Members Functionally Eligible at the Nursing Home Level of Care

For a member functionally eligible at the nursing home level of care an MCO may supplement a member's payment of the non-covered residential care services portion of the cost of residential care as an in lieu of service where:

- i. The MCO has authorized a residential care service in Addendum IX.A.16 and the member agrees to the service;
- ii. The MCO determines as specified in Article III.F. that the member's income is insufficient to pay the full cost of non-covered residential care services in the facility;
- iii. The MCO determines that without supplementation the member would need nursing home care;



- iv. The amount of supplementation is less than the cost of non-covered residential care services in a nursing home, as specified by the Department.
- c. In Lieu of Services for Members Functionally Eligible at the Non-Nursing Home Level of Care
For a member functionally eligible at the non-nursing home level of care the MCO may:
 - i. Provide the following services in lieu of home health care in Addendum IX.B.6 or personal care in Addendum IX.B.13:
 - a) Supportive home care in Addendum IX.A.24.;
 - b) Respite care in Addendum IX.A.17.;
 - c) Personal emergency response system in Addendum IX.A.13.;
 - d) Daily living skills training in Addendum IX.A.10.a.;
 - e) Day habilitation services in Addendum IX.A.10.b.;
 - f) Prevocational services in Addendum IX.A.14.;
 - g) Residential care services in Addendum IX.A.16.;
 - h) Home delivered meals in Addendum IX.A.11.;
 - i) Counseling and therapeutic services in Addendum IX.A.7.;
 - or
 - j) Congregate nutrition services under 42USC § 3030e.
 - ii. Provide specialized transportation—other transportation in Addendum IX.A.27 in lieu of transportation services in Addendum IX.B.16.
- d. The Department may specify other services that may be provided in lieu of covering services in the benefit package in Addendum IX. An MCO may only provide a service as an in lieu of service if it is so specified in this Contract.

Article IX, Marketing and Member Materials, Section A is amended to include:

A. Marketing/Outreach Plans and Materials

The MCO agrees to engage only in marketing/outreach activities and distribute only those marketing/outreach materials that are pre-approved in writing, as outlined in this section.

Marketing/outreach materials are defined in Article I, Definitions. The Department will determine what marketing/outreach materials and activities are subject to the requirements of this contract. The requirements of the contract are specific to the



Medicaid plan being offered. Materials from a Qualified Health Plan to Medicaid beneficiaries are excluded from the requirements of this contract, even if the issuer of the Qualified Health Plan is also an entity providing Medicaid managed care.

Article IX, Marketing and Member Materials, Section A.7 is amended to include:

7. *Prohibited Practices*

The following marketing/outreach practices are prohibited:

- a. Practices that are discriminatory;
- b. Practices that seek to influence enrollment in conjunction with the sale or offering of any other insurance product;
- c. Direct and indirect cold calls, either door-to-door, email, telephone, text or other cold call marketing activity;
- d. Offer of material or financial gain to potential members as an inducement to enroll;
- e. Activities and materials that could mislead, confuse or defraud members or potential members or otherwise misrepresent the MCO, its marketing representatives, the Department, or CMS. Statements that would be considered inaccurate, false, or misleading include, but are not limited to any assertion or statement (whether written or oral) that:
 - i. The recipient must enroll in the MCO in order to obtain benefits or in order to not lose benefits; or
 - ii. The MCO is endorsed by CMS, the federal or state government, or other similar entity.
- f. Practices that are reasonably expected to have the effect of denying or discouraging enrollment;
- g. Practices to influence the recipient to either not enroll in or to disenroll from another MCO plan; and
- h. Marketing/outreach activities that have not received written approval from the Department.

Addendum IX, Benefit Package Service Definitions, Section B.9 is amended by removing the following language in its entirety (all subsequent sections renumbered accordingly):

9. **Mental health inpatient psychiatric care in a general hospital** as defined in Wis. Admin. Code § DHS 107.13 (Effective 7/1/2016)



Contract for the Family Care/Partnership/PACE Program between the Wisconsin Department of Health Services, Division of Long-Term Care And Name of MCO

THIS CONTRACT AMENDMENT SHALL BECOME EFFECTIVE UPON SIGNING.

In WITNESS WHEREOF, the State of Wisconsin and Name of MCO have executed this agreement:

Executed on behalf of
Name of MCO

Executed on behalf of
Department of Health Services

Name
Title

Curtis Cunningham, Interim Administrator
Division of Long Term Care

Date

Date