CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

FOR THE PURCHASE AND PROVISION OF

MEDICAID SERVICES

DATED AS OF

JULY 1, 2015
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CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

FOR THE PURCHASE AND PROVISION OF MEDICAID SERVICES.

This Contract is entered into as of the first day of July 2015, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS" and the South Carolina Department of Health and Environmental Control, 2600 Bull Street, Columbia, South Carolina, 29201, hereinafter referred to as the "SCDHEC".

RECITALS

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of Medical Assistance under Title XIX of the Social Security Act and makes all final decisions and determinations regarding the administration of the Medicaid program.

WHEREAS, the United States Department of Health and Human Services has allocated funds under Title XIX of the Social Security Act to SCDHHS for Medicaid Services.

WHEREAS, SCDHEC represents and warrants that it meets applicable standards as a provider of Medicaid Services as specified by Title XIX of the Social Security Act, federal regulations promulgated pursuant thereto, and the South Carolina State Plan for Medical Assistance.

WHEREAS, SCDHEC desires to participate in the provision of Medicaid Services under Title XIX of the Social Security Act.

WHEREAS, SCDHHS and SCDHEC agree that the purpose of this Contract is to promote services provided by Medicaid to persons who may be eligible for them.

WHEREAS, SCDHHS and SCDHEC agree that the services provided under this Contract are necessary for the proper and efficient administration of the State Plan.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
ARTICLE I

CONTRACT PERIOD

This Contract shall take effect on July 1, 2015 and shall, unless sooner terminated in accordance with Article VIII, continue in full force and effect through June 30, 2018.

ARTICLE II

DEFINITION OF TERMS AND ACRONYMS

As used in this Contract, the following terms shall have the following defined meanings:

APRN: Advanced Practice Registered Nurse.

CMS: Centers for Medicare and Medicaid Services.

Consented Subjects: Individuals who have consented to participate in the Study, but have not yet been randomized.

Control Group: The group of Sample Members randomly designated pursuant to the Randomization not to be offered the NFP Program

Enrolled or Enrollment: The point at which a potential client who is Randomized into the Intervention Group receives the first NFP visit where program content is delivered.

Family Planning Services: Medical and counseling services related to alternatives of birth control and pregnancy prevention services prescribed and rendered by physicians, hospitals, clinics, pharmacies, other practitioners and other providers recognized by state and federal laws and enrolled as Medicaid Providers.

Federal Financial Participation (FFP): Any funds, either title or grant, from the Federal Government.

FMAP: Federal Medical Assistance Percentage.

Free Care Rule: Precludes Medicaid from paying for the costs of Medicaid coverable services and activities which are generally available to all students without charge, and for which no other sources of reimbursement are pursued. Section 1902(a)(11)(B) of the Social Security Act (42 U.S.C. 1396a(a)(11)(B)), provides an exception whereby Medicaid pays for Medicaid coverable services provided by a Title V grantee in the state.

GAO: General Accountability Office.

HIPAA: Health Insurance Portability and Accountability Act of 1996, as amended, along with its attendant regulations

HKS SIB Lab: As defined in Section X.B

HV Pilot Waiver: As defined in the Recitals of this Contract

IAs or Implementing Agencies: The individual healthcare organizations and public health clinics under contract with NFP to deliver the NFP Program and who are identified in Section III.C.6
Independent Evaluator: The independent, third-party evaluator that conducts the PFS Project Evaluation

Intervention Group: A group of Sample Members designated to be offered the NFP Program pursuant to the Randomization

J-PAL: The Abdul Latif Jameel Poverty Action Lab North America, a research center within the Economics Department at the Massachusetts Institute of Technology that conducts rigorous impact evaluations, policy outreach and capacity building with the mission of reducing poverty by ensuring that policy is informed by scientific evidence. For this project, the legal entity, the Institutional Review Board of record, and data receiving entity is the Harvard University T.H. Chan School of Public Health.

LIZC: As defined in Section III.C.3

Loss: As defined in Section X.W

Medically Necessary: Concept that the service provided is directed toward the maintenance, improvement or protection of health or toward the diagnosis and treatment of illness or disability.

MMIS: Medicaid Management Information System.

MIECHV: Maternal, Infant and Early Childhood Home Visitation

MIECHV Program: MIECHV Program, a Federal program administered by The Health Resources and Services Administration

NFP: As defined in the first paragraph of this Contract

NFP Program: As defined in the Recitals of this Contract

NP: An individual who is currently licensed as an Advanced Practice Registered Nurse by the state board of nursing for South Carolina.

NPI: National Provider Identifier.

PP/IVH: Post-Partum Infant Home Visit.

Policies: The general principles by which SCDHHS is guided in its management of the South Carolina State Plan for Medical Assistance, as further defined by SCDHHS promulgations and by state and federal rules and regulations.

Program: The method of provision of Title XIX services to South Carolina Recipients as provided for in the South Carolina State Plan for Medical Assistance and SCDHHS regulations.

Protocol: Standing orders or policies and procedures signed by the physician responsible for medical supervision.

Potential Clients: Individuals recruited for or referred to the Study who have not yet been determined to be eligible for, or consented to participate in, the Study.

Project Participant: As defined in the Recitals of this Contract
Randomization/Randomize: The process through which Consented Subjects in the Study is assigned into either the Control Group or the Intervention Group by the Independent Evaluator (IE)'s survey software.

PSPCE: Preventive Services for Primary Care Enhancement.

Recipient: A person who has been determined eligible to receive services as provided for in the South Carolina State Plan for Medical Assistance.

Registered Nurse: An individual who is currently licensed as a registered nurse by the state board of nursing for S.C.

RSPCE: Rehabilitative Services for Primary Care Enhancement.

Sample Member: The individuals who have consented to participate in the Study and have been Randomized.

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

SCDSDS: South Carolina Department of Disabilities and Special Needs.

SCDHEC: South Carolina Department of Health and Environmental Control.

SCDHHS: South Carolina Department of Health and Human Services.


SCSIS: South Carolina Services Information System.

South Carolina State Plan for Medical Assistance (State Plan): A comprehensive written commitment by a Medicaid agency, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements.

Title XIX (Medicaid): Title 42, United States Code, Chapter 7, subchapter XIX, as amended. (42 U.S.C. §1396 et seq.).

ARTICLE III

SCOPE OF SERVICES

For and in consideration of the promises herein made by SCDHHS, SCDHEC agrees to provide the following:

A. Medical Services

1. Nursing Services for Breast and Cervical Cancer Program (BCCP)

   Nursing services to provide clinical confirmation for Medicaid eligible Recipients under the Breast and Cervical Treatment Act. Services are provided to eligible individuals under Option 1, 3, and 03 for BCCP.

2. Tuberculosis (TB)

   TB services will cover treatment directly related to the care of TB which falls under the following categories:
   - Prescribed medications
   - Physician services
   - Outpatient hospital services
   - Public health clinics
   - Laboratory
   - Radiology
   - Case Management

   The initial TB screening will be covered when performed by a Nurse Practitioner or Registered Nurse employed by the SCDHEC clinic. The initial screening includes, but is not limited to the following:
   - Brief mental and physical assessment
   - Exposure history
   - Referral for Laboratory testing and or Radiology services
   - Referral for social services
   - Referral for other medical services
   - Consultation with TB Medical Clinician

   Subsequent nursing services are covered services when performed by a Nurse Practitioner, Registered Nurse, and Licensed Practical Nurse, in the SCDHEC clinic or home setting. SCDHEC must bill all medically necessary exams to SCDHHS utilizing Evaluation and Management code 99211. The maximum number of visits allowed for a treatment cycle is 360 for a Recipient with latent TB infection and 360 for a Recipient with TB disease. Medical necessity must be maintained within the Recipient’s medical health records. Medical necessity must be maintained within the beneficiary’s medical health records.

   All Case Management services will be patient-centered and will include an adherence plan that emphasizes direct observed therapy (DOT), in which a beneficiary is observed to ingest each dose of anti-tuberculosis medications, to maximize the likelihood of completion of therapy. Each beneficiary’s management plan must be individualized to incorporate strategies that facilitate adherence to the treatment regimen. Such measures may include, for example, social service support, treatment
incentives and enablers, housing assistance, referral for treatment of substance abuse, and coordination of the tuberculosis services with those of other providers.

SCDHEC is responsible for providing all Case Management services utilizing G9012. Case Management services include but are not limited to:

- Medication Monitoring
- Providing services in the patient’s home
- Referring all medically necessary laboratory tests
- Referring all medically necessary radiology tests
- Referring patient to a physician for consultation when medically necessary

Case Management services are limited to 360 visits per year, one visit per day. Case Management services will be covered when performed by a Nurse Practitioner, Physician Assistant, Registered Nurse or Social Worker employed by the SCDHEC clinic.

3. Nutritional Counseling Program

SCDHHS will implement the Nutritional Counseling program. This program currently targets those obese individuals who do not meet the criteria for gastric bypass surgery or related services. Obesity is defined for this program as an adult patient with a body mass index (BMI) of 30 or greater.

As a part of this program, SCHEC must provide intensive behavioral therapy for obesity, including three (3) factors:

- Screening for obesity in adults using measurement of BMI calculated by dividing the patient’s weight in kilograms by the square of height in meters.
- Dietary (nutritional) assessment
- Intensive behavioral counseling and behavioral therapy to promote sustained weight loss through high intensity interventions on diet and exercise.

All Nutritional Counseling visits conducted by SCDHEC must include the following components listed below:

- **Assess:** Ask about and assess behavioral health risk and factors affecting behavioral change goals/methods.
- **Advise:** Give clear, specific, and personalized behavioral advice, including information about personal health, harms, and benefits.
- **Agree:** Collaboratively select appropriate treatment goals and methods based on the patient’s interest and willingness to change behavioral patterns and habits.
- **Assist:** Using behavioral change techniques (self-help and/or counseling), aid the patient in achieving agreed upon goals by acquiring the skills, confidence, and social environmental supports for behavioral change, supplemented with adjunctive medical treatments when appropriate.
- **Arrange:** Schedule follow up contacts to provide ongoing assistance and/or support and to adjust the treatment plan as needed, including referral to more intensive or specialized treatment.
SCDHEC must also address the importance of exercise, develop a realistic exercise plan with goals and must be documented in the patients’ medical health record. SCDHEC will arrange for an individual nutritional assessment to be provided by a Medicaid enrolled licensed dietician.

**Provider:**
In order for SCDHEC to bill code for the Obesity Program, the billing provider must be either a Physician, Physician Assistant, Nurse Practitioner, or a Dietitian meeting the licensure and educational requirements in the state of South Carolina.

**Dietitian:**
The dietitian is responsible for reviewing the patient’s habits, providing education, including reinforcement of the importance of exercise, developing a nutritional plan and establishing goals. The Dietitian must document the patient’s progress, activities and compliance with the nutritional plan, and compliance on exercise and file a written report to the ordering provider each time the patient is seen individually or in a group/class setting. The records must be sent to the ordering provider within 48 hours after the beneficiary receives the nutritional counseling visit. The Dietitian must maintain complete records of the nutritional plan, compliance, and exercise plan in the patient’s medical record.

The Dietitian must bill the initial nutritional counseling dietitian visit HCPCS code S9470 which is a one on one face to face thirty (30) minute session. All subsequent obesity visits must be billed utilizing HCPCS code S9452 as a “one on one session” between the dietician and patient or in a group setting. When billing for a group setting the provider must append the HB modifier to the HCPCS code S9452. All groups are limited to a maximum of five (5) patients per group.

**Pediatric Weight Management**

Physicians may address weight management with their pediatric beneficiaries utilizing existing CPT and ICD-10 codes. Pediatric patients are eligible if the BMI is ≥ 95th percentile. However, physicians may now refer pediatric beneficiaries to Licensed Dietitians for weight management. Referral must provide a primary Diagnosis code.

4. **The NFP Program – HV Pilot**
The NFP Program is an evidence-based home visitation program that supports first-time mothers living in poverty by pairing an expectant mother with a nurse home visitor (a “Nurse”) who provides home visits from early in the pregnancy and for up to two (2) years after the child is born. Project Participants will voluntarily enroll in the NFP Program beginning early in their pregnancies and will receive their first home visit no later than the end of the 28th week of the pregnancy. The Nurses apply the theoretical framework that underpins the NFP Program, which emphasizes self-efficacy, human ecology and attachment theories, through current clinical methods. Using their professional knowledge, judgment and skill, the Nurses implement the NFP Program in accordance with the training they have received and the support and guidance of NFP to achieve the optimal outcomes possible given the circumstances of the Project Participants.
Under the 1915(b) CMS waiver authority effective January 1, 2016, SCDHHS intends to expand home visit services and waive the freedom of choice of providers for HV Pilot Project beneficiaries by requiring all participating providers to be affiliated with the Nurse Family Partnership National Service Office and to provide home visiting services in accordance with the NFP evidence-based service delivery model. The HV Pilot Project will evaluate the impact of the NFP evidence-based home visitation program when delivered as a Medicaid intervention targeted to at-risk beneficiaries.

SCDHEC currently has an agreement with Nurse-Family Partnership National Service Organization to serve as an Implementing Agency (IA) for the National Family Partnership program and shall provide services as further described herein as a part of The Enhanced Prenatal and Postpartum Home Visitation Pilot Project.

SCDHEC will (a) deliver home visiting services in accordance with the NFP Program model to Project Participants; (b) receive payments from SCDHHS pursuant to the HV Pilot Waiver in accordance with this Contract as payment for the services provided to the Project Participants; and (c) comply with all HV Pilot Waiver reporting requirements specified by CMS and/or SCDHHS.

Medical supervision and physician involvement must be provided in accordance with standing orders or policies and procedures signed by the physician responsible for medical supervision. These signed policies and procedures/standing orders constitute evidence of the physician’s personal supervision. For Medicaid billing purposes, the supervising physician must be “readily available” when the services being billed are provided.

SCDHEC, along with other IAs, shall be primarily responsible, with assistance from NFP and SCDHHS, for identifying appropriate Potential Clients.

**NFP Project Participant Eligibility Criteria.** To be eligible to participate in the NFP Project, potential Project Participants must be first-time mothers who (1) have not had a previous live birth, (2) enroll in the South Carolina Medicaid Program and (3) are appropriate for participation in the NFP Program as determined by SCDHEC.

SCDHEC shall provide information about the NFP Program and the HV Pilot Waiver to those Potential Clients who are referred to SCDHEC. For Potential Clients who are interested in voluntarily enrolling in the NFP Program, SCDHEC will perform an initial intake visit, which includes the PFS Evaluation’s study consent process, collection of information and determination of services to be provided. Participation in the NFP Program will remain voluntary and will never be a required service for any Recipient.

All Potential Clients who choose to enroll in the PFS Project after the initial intake visit will be randomly assigned by algorithm either to receive the NFP Program services or to receive only the services covered under the State Plan and SCDHEC will be so notified. Random assignment will be utilized to equitably allocate available program slots in the HV Pilot Waiver.
Subject to the terms of the HV Pilot Waiver, approximately 3,200 Project Participants (including those Project Participants randomly assigned to receive the NFP Program and excluding those families receiving MIECHV-funded services only as described below) will be Enrolled in the NFP Program.

**Services.** SCDHEC, along with the other IAs, shall provide the NFP Program services to the Project Participants in accordance with the terms and conditions of the HV Pilot Waiver, this Contracts and their Nurse-Family Partnership Implementation Agreement.

The NFP Program will be provided by the Nurses who will (1) be employed by or under subcontract to SCDHEC, (2) be appropriately licensed under South Carolina’s nursing regulations and (3) have completed training in the NFP Program as evidenced by NFP Certificates of Completion.

SCDHEC shall continue providing the NFP Program to qualifying South Carolina families using funds provided under MIECHV or from other sources, as appropriate.

The outcomes from NFP Program services funded by MIECHV will be included in the PFS Evaluation for purposes of determining the NFP Program’s level of impact on each of the PFS Outcome Metrics; therefore, MIECHV-funded Sample Members shall be subject to the same Enrollment and Randomization process as Medicaid-funded Project Participants. SCDHEC shall not be eligible to receive Medicaid payment through the HV Pilot Waiver for services provided to these families.

NFP HV Pilot Project Participants are eligible to receive up to forty (40) home visits during eligibility, which will be comprised of the following services:

- No more than fifteen (15) prenatal home visits;
- No more than eight (8) postpartum home visits; and
- No more than seventeen (17) total home visits for the eligible child (to be used prior the date the eligible child reaches two (2) years of age).

**Prenatal Home Visit Requirements:**

- Monitoring for high blood pressure or other complications of pregnancy;
- Diet and nutritional education;
- Stress management;
- STD prevention education;
- Tobacco use screening and cessation education;
- Alcohol and other substance misuse screening and counseling;
- Depression screening; and
- Domestic and intimate partner violence screening and education.

**Post-Partum Home Visit:**

The NFP HV Pilot Project will provide home visit services to Medicaid eligible mothers during their sixty (60) day postpartum period. The postpartum home visit services will include the basic home visit services
included under the State Plan along with the following service enhancements:

- Diet and nutritional education;
- Stress management;
- STD prevention education;
- Tobacco use screening and cessation education;
- Alcohol and other substance misuse screening and counseling;
- Depression screening;
- Domestic and intimate partner violence screening and education;
- Breastfeeding support and education; and
- Guidance and education with regard to well woman visits to obtain recommended preventive services.

**Infant Home Visit:**

The NFP HV Pilot Project will provide home visit services to newborn infants born to NFP HV Pilot Project beneficiaries until the child reaches two (2) years of age. The infant home visit services will include the basic home visit services included under the State Plan for up to two (2) years following the child’s birth in addition to the following service enhancements:

- Breastfeeding support and education; and
- Child developmental screening at major developmental milestones from birth to age two (2).

**Other Guidelines**

In order to participate in the NFP HV Pilot Project, SCDHEC must follow the NFP Program model, including appropriately timed home visits in accordance with the current NFP guidelines. While the guidelines establish a recommended schedule for prenatal, postpartum and infant home visits, the guidelines provide flexibility for the visiting nurse to also consider the individual needs of the family when scheduling home visits.

SCDHEC will be required to develop and implement written policies and procedures to ensure Project Participants receive timely access to appropriate home visit services tailored to the specific needs of each Project Participant. While these policies and procedures are agency-specific, SCDHEC is responsible for ensuring the policies and procedures are consistent with the NFP Program requirements.

While the timing of each individual Project Participant’s home visits may vary, SCDHHS expects that each new Project Participant will receive an initial assessment and home visit in a timely manner after being referred and approved for participation in the NFP HV Pilot Project.

SCDHHS will require all SCDHEC and other participating IAs to report on the above listed timeliness standards on an annual basis to SCDHHS.

If it is determined SCDHEC is out of compliance, SCDHHS will require SCDHEC to submit a corrective action plan within thirty (30) days.

This corrective action plan must show the steps SCDHEC is taking to ensure agency staff members are completing to assure remediation. The
plan may include additional training, adjusting the Nurses' case load sizes, and/or setting up a system to monitor service access and utilization.

All full-time Nurses will be required to carry a caseload of active participants in accordance with NFP guidelines.

B. Market-Based Services

See Appendix A for a listing of the Medicaid Provider Numbers which have been assigned to SCDHEC and which are relevant to the services covered under this Contract.

SCDHEC shall perform the following services:

1. Physician and Clinical Services

Physician, clinical, post-partum infant home visit (PP/IHV), and family planning services are services rendered in a county health department, clinic, office, home, or other community setting under the supervision of SCDHEC and are defined as those services provided by, or under the supervision of, a South Carolina licensed medical professional.

Such services include Medically Necessary physical examinations, treatment of acute and chronic illnesses, diagnostic services, preventive services such as immunizations, clinic outpatient visits, counseling, follow-up visits, home visits, telephone calls, and laboratory tests.

Medical supervision and physician involvement must be provided in accordance with standing orders or policies and procedures signed by the physician responsible for medical supervision. These signed policies and procedures/standing orders constitute evidence of the physician's personal supervision. For Medicaid billing purposes, the supervising physician must be "readily available" when the services being billed are provided.

As stated in the SC Code of Laws (§40-33-20(52) and §40-47-20(43)) "readily available" means the physician must be in proximity and is able to be contacted either in person or by telecommunications or other electronic means to provide consultation and advice to the nurse practitioner (NP), certified nurse-midwife (CNM), or clinical nurse specialist (CNS) performing delegated medical acts. When application is made for more than three NPs, CNMs, or CNSs to practice with one (1) physician, or when an NP, CNM or CNS is performing delegated medical acts in a practice site greater than forty-five (45) miles from the physician, the Board of Nursing and Board of Medical Examiners shall each review the application to determine if adequate supervision exists.

2. Nursing Services for Children Under 21

Nursing Services for Children Under 21 are those specialized health care services including nursing assessment and diagnosis; direct care and treatment; administration of medication and treatment as authorized and prescribed by a physician or dentist and/or other licensed/authorized healthcare personnel; nurse management; health counseling; and emergency care. A Registered Nurse, including Registered Nurses functioning in an expanded role (e.g., APRNs), as allowed under state
licensure and regulation, must perform acts of nursing diagnosis or prescription of therapeutic or corrective measures. Licensed Practical Nursing services, performed within their scope of practice, are reimbursable, as well, under this service category. Nursing Services for Children under 21 are provided during face-to-face contacts with beneficiaries.

Nursing Services for Children Under 21 are provided through contracts with school districts. These services are exempt from the Free Care Rule. SCDHEC is South Carolina's designated Title V provider (42 CFR 431.615).

3. Vaccine For Children (VFC) Program

The responsibilities of SCDHHS and SCDHEC in relation to the Vaccine For Children (VFC) program as outlined in the Omnibus Budget Reconciliation Act (OBRA) of 1993 are defined in the Memorandum of Agreement Between South Carolina Department of Health and Human Services And South Carolina Department of Health and Environmental Control For the Vaccine For Children (VFC) Program (Appendix D).

4. Preventive/Rehabilitative Services for Primary Care Enhancement

Preventive Services for Primary Care Enhancement (PSPCE) are services, including assessment and evaluation, provided by physicians or other licensed practitioners of the healing arts, acting within the scope of practice under State law, which is furnished in order to:

- Prevent disease, disability, and other health conditions or their progression;
- Prolong life; or
- Promote physical and mental health and efficiency.

PSPCE shall be provided in accordance with Medicaid guidelines set forth in SCDHHS' Medicaid Enhanced Services Provider Manual and appropriate Medicaid Bulletins, which are hereby incorporated by reference.

Rehabilitative Services for Primary Care Enhancement (RSPCE) are services recommended and provided by (or under the supervision of) a physician or other licensed practitioner of the healing arts under State law, which are furnished in order to:

- Reduce physical or mental disability, or
- Restore an individual to his/her best possible functional level.

5. Family Planning

Contraceptives and Other Supplies see appendix B table two.

C. Cost-Based Services

The South Carolina Department of Health and Environmental Control (S.C. DHEC) shall perform lead investigations. Pursuant to the South Carolina Childhood Lead Poisoning Prevention Act, guidance from the U.S. Department of Housing and Urban Development (HUD), and Centers for Disease Control and Prevention
(CDC) guidance, DHEC’s Bureau of Environmental Health Services provides an environmental investigation to determine probable and/or likely sources of lead in a case where a child under six years of age has an "environmental intervention blood lead level," or EIBLL. An EIBLL is defined by HUD as 20 micrograms (mcg) of lead per deciliter (dL) of blood, or above, on a single test, or 15-19 mcg/dL in two tests of a child under age 6 years old, taken at least 3 months apart. Under special circumstances, investigations may be authorized by DHEC for children six years of age or older, or for children whose lead levels (above the CDC reference value of 5 mcg/dL but below the EIBLL standard) appear to be affecting the child’s health/development. An environmental investigation may include, but is not limited to, an extensive interview with the family, visual observations of conditions and circumstances in the child’s home environment, X-Ray Fluorescence (XRF) analyzer testing on site, paint sampling, soil sampling, dust sampling, water sampling when there is reason to suspect lead such as in well water, lead-soldered plumbing, and/or new brass fixtures, recording conditions, and documentation of testing and findings. The investigation is typically conducted jointly by DHEC’s Bureau of Environmental Health Services and Regional Public Health Nursing staff, with environmental and nursing services provided before, during, and after the visit to the home or other places frequently visited by the child with an EIBLL. The summary report generated from the investigation is included in the child’s patient file at DHEC, with results copied to the Division of Children’s Health for entry into the lead electronic surveillance system. Each dwelling or location investigated is a separate investigation requiring the same testing and recording of information.

D. Administrative Services

1. Immunization Awareness Campaign

SCDHEC agrees to continue a statewide public awareness campaign to increase the number of Medicaid eligible children (age 0-19) receiving age-appropriate immunizations according to the Recommended Childhood Immunization Schedule of the United States Public Health Service. Maintaining immunization rates at a high level is a major challenge and requires continuous activities to raise awareness among new parents.

Focusing on both urban and rural underserved communities around the state, SCDHEC will develop an immunization marketing campaign, theme, and messages in partnership with other private and public groups. This will be the Immunization Public Awareness Campaign. It is anticipated that the vehicles for the public education messages will be radio, billboard and/or TV public service announcements; media endorsements/partnerships; sponsorships of special events; and the distribution of such printed matter as posters, flyers and letter inserts. Projected expenditures for the campaign are identified in Appendix G.

The campaign will be conducted in partnership with partners participating in the statewide and regional immunization coalitions. As appropriate, SCDHEC would also seek to support or enhance the work of other partners in immunization, thereby maximizing the public education outreach. SCDHEC may subcontract for services such as patient barrier surveys, focus groups, formation of local coalitions, and other types of enhanced focused outreach activities in identified areas with low immunization rates. Any subcontracts must be submitted to SCDHHS for written approval before reimbursement shall be made for services rendered thereunder.
2. To increase provision of medical assistance to Medicaid eligible individuals and potential eligibles.

GOAL 1: Provide SCDHHS approved tasks in connection with the intake of a Medicaid application.

GOAL 2: To improve birth outcomes for Medicaid eligible women and infants.

Specific program activities and deliverables are detailed in the management plan, which is hereby incorporated. (See Appendix H)

The Management Plan as it relates to the regional perinatal delivery system will be monitored by SCDHEC and SCDHHS throughout this contract period. Assessment will include a review of activities performed by the Regional Directors to determine the impact on service delivery as SCDHHS moves to a fully implemented Managed Care model. Reviews and discussions will focus on relevant data to help further the understanding of how to best incorporate the managed care plans into the perinatal delivery model.

3. Medicaid Program Administration

Necessary costs of administration are those that make the program run efficiently in accomplishing what it is intended to accomplish and are essential to achieving Medicaid’s specific Program objective of providing medical assistance to the poor. Activities categorized as Medicaid Program Administration must constitute a present benefit either to the Medicaid Program or to Medicaid Recipients.

4. Staffing

SCDHEC is responsible for hiring/maintaining any and all staff as necessary to fulfill the obligations of this Contract. Staff utilized to provide services and perform the functions herein contracted must meet suitable education and/or professional credentialing requirements, as determined by SCDHEC, and must be placed in appropriately graded job slots to meet the requirements of this Contract.

SCDHHS will reimburse eighty (80%) of the salary and fringe to hire and maintain a nurse to provide the clinical verification required for “Option 1, 3, and 03” for BCCP.

ARTICLE IV
QUALITY ASSURANCE (QA)

A. Services

The purpose of QA is to provide an ongoing means by which SCDHEC programs and services can be evaluated to ensure Contract compliance and the provision of quality services to Recipients. All clinical and other services are reviewed by SCDHHS’ Division of Program Integrity and SURS or Division of Medicaid Program Assessment.
B. **Changes to Contract for FY 2019**

Any changes being requested for the Contract period of July 1, 2018 - June 30, 2021 must be submitted to SCDHHS for approval no later than March 1, 2018.

**ARTICLE V**

**EVALUATION**

SCDHEC agrees to participate in evaluation activities as required for specific Medicaid programs. These activities will be negotiated on a case-by-case basis. Any resulting contractual changes will be incorporated in accordance with Article X, Section O.

**ARTICLE VI**

**CONDITIONS FOR REIMBURSEMENT BY SCDHHS**

A. **Allowable Reimbursement**

SCDHEC shall only be reimbursed for Medicaid services provided directly to Medicaid eligible Recipients under this Contract. SCDHEC shall maintain detailed documentation and be able to provide such documentation upon request by SCDHHS or its designee, to justify the costs billed by SCDHEC.

SCDHEC shall be reimbursed at the Federal Matching for Assistance Payment (FMAP) rate in effect at the time of payment.

B. **Reimbursement for Services**

SCDHEC agrees that it shall be solely responsible for any costs that are not in accordance with the Medicaid State Plan and SCDHHS Policies and regulations. SCDHHS shall not participate in any costs which are not allowable under Medicaid laws, rules or regulations or SCDHHS Policy. SCDHEC must submit all claims within twelve (12) months of the date of service.

1. **Market-Based Services**

SCDHHS shall reimburse SCDHEC for the provision of services to eligible Recipients based on the lesser of actual charges or the market-based rates for each service listed in Appendix B. This billing process shall be through the Medicaid Management Information System (MMIS). SCDHHS shall reimburse SCDHEC the FFP and state matching funds for Market-Based Services (Appendix B) rendered under this Contract.

Effective July 1, 2015, SCDHHS assumes the match for all Family Planning Services associated with this Contract. In return SCDHEC must use state funding previously allocated to the Medicaid family planning claims to enhance the family planning program.

2. **Cost-Based Services**

Reimbursement to SCDHEC for services rendered under this Contract shall be the lesser of actual charges or the allowed Medicaid amount listed in the current SCDHEC payment schedule. This billing process shall be through MMIS.
3. Administrative Services

If SCDHEC is providing services which benefit the general population as well as the Medicaid eligible Recipients under this Contract, SCDHEC shall provide documentation detailing the percentage of the Medicaid eligible Recipients served and shall only bill SCDHHS for that percentage of cost directly related to serving Medicaid eligible Recipients. Allowable administrative costs must be directly related to the State Plan or waiver services and not related to coordinating or accessing non-Medicaid services, and must not include operating costs of SCDHEC whose purpose is other than the administration of the Medicaid program. SCDHEC shall have an approved cost allocation plan that is supported by a system with the capability to isolate costs directly related to Medicaid. Administrative costs must be in compliance with the requirements of applicable OMB Circulars.

SCDHHS shall reimburse SCDHEC for administrative services provided under this Contract the lesser of actual cost incurred or an annual amount not to exceed One Million Four Hundred Thousand, Nine Hundred Fifty-One Dollars ($1,400,951). Reimbursement shall not exceed SCDHEC’s documented actual allowable cost. SCDHEC agrees that it shall be solely responsible for any costs which are not in accordance with the State Plan and SCDHHS Medicaid Policies and regulations. SCDHHS shall not participate in any costs which are not allowable under Medicaid laws, rules, or regulations, or under SCDHHS policy, or under applicable OMB Circulars including Cost Principles for State and Local Governments.

SCDHEC shall submit invoices for estimated cost no later than the twentieth day of the month following the expenditure period covered by the invoice. All June monthly or quarterly billings must be received by July 5th for fiscal month 13 processing either as actual expenditures or best estimate. All final billings must be received within ninety (90) days of the end of the contract period. Any invoices received after this period will not be paid without the approval of the SCDHHS Deputy Director Health Programs. Invoices must be itemized and reference the appropriate Contract section and deliverable. Invoices are to be submitted to:

Bureau of Accounting Operations/Accounts Payables
SC Department of Health and Human Services
PO Box 8206
Columbia, SC 29202-8206

Each invoice must include backup documentation, which specifies the exact item/s and corresponding amount/s billed. All items billed should be those which were approved as part of the Agreement budget. Variances from the original budget should be prior approved by SCDHHS.

Promotional expenses (including, but not limited to, such items as food, t-shirts, gifts and cash or other incentives) are not allowable expenses subject to reimbursement by SCDHHS under the terms of this Contract.

With regard to any allowable administrative claim, payment may only be made for the percentage of time spent which is attributable to Medicaid
eligible Recipients. Allowable cost must be: (1) supported by a system which has the capability to isolate the costs which are directly related to the support of the Medicaid Program from all other costs incurred by SCDHEC, (2) subject to inclusion in a CMS approved cost allocation plan, and (3) subject to general cost principles and standards for state and local governments as found in OMB Circular A-87.

4. NFP (Nurse Family Partnership Waiver)

SCDHEC shall only be reimbursed for Medicaid services provided directly to Medicaid Recipients under this contract that have been accepted into the NFP Wavier program. SCDHEC shall maintain detailed documentation and be able to provide such documentation upon request by SCDHHS or its designee, to justify the costs billed.

SCDHHS agrees to purchase nursing services and pay for the services provided in accordance with this contract. SCDHEC must submit all claims within (12) months of the date of service in order to be paid. SCDHEC and SCDHHS hereby agree that the services shall be billed on the CMS 1500 claim form using the assigned procedure codes and the approved Fee for Service (Appendix I).

SCDHHS shall be responsible for the state match associated with this service. SCDHHS shall reimburse SCDHEC for the provision of services in an amount not to exceed Three Million Thirty-Seven Thousand Three Hundred and Eighty-Seven Dollars ($3,037,387) during the period of the contract.

SCDHEC agrees that it shall be solely responsible for any costs that are not in accordance with the State Plan and SCDHHS policies and regulations. SCDHHS shall not participate in any costs which are not allowable under Medicaid laws, rules, regulations or SCDHHS policy.

C. Non-Federal Share of Costs

1. Cash Match services identified in APPENDIX B (Table One) and APPENDIX C, SCDHEC Medicaid Services Contract, SFY 2016.

SCDHEC agrees to transfer to the administrative control of SCDHHS state-appropriated funds and or funds derived from tax revenue allocated to SCDHEC representing the non-federal share of expenditures listed in Appendix C. The funds representing the non-federal share of expenditures shall be transferred to SCDHHS in advance of the submission of claims or invoices for those services. SCDHHS may withhold reimbursement if the non-federal funds have not been received. All state matching funds made available by SCDHEC must be in compliance with 42 CFR Part 433 Subpart B (2014, as amended). Any balance of transferred funds remaining at the end of the contract period, after all claims have been paid, shall remain under the administrative control of SCDHHS. SCDHHS may at its discretion apply the balance to cover shortfalls in other matching fund accounts, overpayments, or debts owed by SCDHEC to SCDHHS under this Contract or as an advance for the non-federal share for the next contract period in the event that this Contract is renewed.
2. SCDHHS match Appendix B (Table Two)

SCDHHS shall be responsible for providing the non-federal share of costs for services identified in APPENDIX B (Table Two) SCDHEC Medicaid Services Contract, SFY 2016.

3. Administrative Services (APPENDIX F)

SCDHEC agrees to transfer to the administrative control of SCDHHS state-appropriated funds and or funds derived from tax revenue allocated to SCDHEC representing the non-federal share of expenditures listed in Appendix F. The funds representing the non-federal share of expenditures shall be transferred to SCDHHS in advance of the submission of claims or invoices for those services. The estimated annual amount of funds to be transferred to SCDHHS is Six Hundred Sixty-Four Thousand, Two Hundred Fifty-One Dollars ($664,251) (See Appendix F). SCDHHS may withhold reimbursement if the non-federal funds have not been received. All state matching funds made available by SCDHEC must be in compliance with 42 CFR Part 433 Subpart B (2014, as amended). Any balance of transferred funds remaining at the end of the contract period, after all claims have been paid, shall remain under the administrative control of SCDHHS. SCDHHS may at its discretion apply the balance to cover shortfalls in other matching fund accounts, overpayments, or debts owed by SCDHEC to SCDHHS under this Contract or as an advance for the non-federal share for the next contract period in the event that this Contract is renewed.

SCDHEC shall only be reimbursed for Medicaid services provided directly to Medicaid eligible Recipients under this Contract. SCDHEC shall maintain detailed documentation and be able to provide such documentation, upon request by SCDHHS or its designee, to justify the costs billed by SCDHEC.

D. Method of Payment

For Contract Services identified in Appendix B, Table One and Appendix C, SCDHEC shall remit one-fourth of the annual anticipated matching funds as an initial advance toward the cost of services on or before July 31, of each contract year. The actual amount transferred, thereafter, will be based on actual monthly expenditures with billing beginning in August for each contract year.

For Administrative Services, SCDHEC shall remit one-fourth of the annual anticipated matching funds by July 31, for each contract year with the remainder of these funds being remitted in two (2) equal payments to SCDHHS no later than November 30, for each contract year.

The payment of the non-federal matching funds, with a copy of this Contract enclosed, shall be remitted to:

Department of Accounts Receivable
Bureau of Fiscal Affairs
South Carolina Department of Health and Human Services
Post Office Box 8297
Columbia, South Carolina 29202-8297
E. **Payment in Full**

Payment by SCDHHS to SCHEC for services rendered to a Recipient under this Contract, plus any co-payment required by SCDHHS to be paid by the Recipient, shall constitute payment in full for the services. SCHEC shall not bill, request, demand, solicit or in any manner receive or accept payment or contributions from the Recipient or any other person, family member, relative, organization or entity for care or services to a Recipient, except as may otherwise be allowed under federal regulations or in accordance with SCDHHS policy (See Section G Third Party Liability). Any collection of payments or deposits in violation of this Section shall be grounds for termination of this Contract. SCHEC may deny reimbursement for any services provided to Recipients after any collection or attempted collection in violation of this Section. SCDHHS shall have the right to recoup any payment made by a Recipient that has not been refunded to the Recipient by SCHEC within (60) days of receiving notice of violation of this Section.

F. **Similar Service Rates**

SCDHEC agrees that the rate charged to SCDHHS for service to a Recipient under this Contract shall never be greater than that charged for a similar service to a private pay patient. Any and all amounts received by SCDHEC from SCDHHS for services under this Contract in excess of those rates charged to private pay patients for similar services for the contract period shall be subject to recoupment by SCDHHS through withholding and offset or any other appropriate means.

G. **Third Party Liability**

SCDHEC must make all reasonable efforts to pursue payment under any health insurance policy which covers a Recipient. Any insurance proceeds or payment must be shown on the Medicaid claim when submitted to SCDHHS. If SCDHHS has paid SCDHEC prior to receipt of the insurance payment, SCDHEC shall refund SCDHHS payment up to the amount of payment made by SCDHHS. SCDHEC shall contact the Director of Third Party Liability, SCDHHS, regarding any contacts or requests for Recipient specific claims information or medical records that SCDHEC receives from any attorney or insurer. SCDHEC shall advise SCDHHS of any third party payer information or resources within ten (10) calendar days of acquiring such information. SCDHEC shall make available all financial records necessary for SCDHHS or its designee to determine if third party payments have been refunded to Medicaid in accordance with this Section. SCDHEC's failure to collect available third party payments may result in SCDHHS' recoupment of such available payments from funds due to the SCDHEC.

H. **Disallowances and Deferrals**

SCDHHS shall notify SCDHEC of all federal disallowances and deferrals incurred by SCDHHS as a result of services rendered by SCDHEC for which SCDHEC was appropriated state funds. SCDHEC and SCDHHS shall prepare an appropriate response for submission to the appropriate federal agency. These disallowances shall be funded with non-federal Provider funds.
I. Public Funds as the State Share of Federal Financial Participation

To be considered as the state's share in claiming FFP, public funds must meet the conditions specified in accordance with Federal Regulation 42 CFR §433.51 (2014), as amended.

J. Donations

SCDHEC agrees to comply with 42 CFR 433 Subpart B, (2014), as amended, regarding any and all donations made by SCDHEC pursuant to this Contract.

ARTICLE VII
RECORDS AND AUDITS

A. Accuracy of Data and Reports

SCDHEC shall certify that all statements, reports and claims, financial and otherwise, are true, accurate, and complete. SCDHEC shall not submit for payment any claims, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this Contract, and SCDHHS policy.

1. Maintenance of Records

SCDHEC must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this Contract and all applicable laws, regulations, and policies. SCDHEC further agrees to retain all financial and programmatic records, supporting documents, statistical records and other records of Recipients relating to the delivery of care or service under this Contract, and as further required by SCDHHS, for a period of five (5) years after last payment made under this Contract (including any amendments and/or extensions to this Contract). If any litigation, claim, or other actions involving the records have been initiated prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

2. Inspection of Records

At any time during normal business hours and as often as SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, and USDHHS, and/or any of the designees of the above may deem necessary during the contract period (including any amendments and/or extensions to this Contract) and for a period of five (5) years after last payment under this Contract, SCDHEC shall make all program and financial records and service delivery sites open to the representatives of SCDHHS, GAO, the State Auditor, the State Attorney General's Office, USDHHS, and/or any designees of the above. SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, USDHHS, and/or their designees shall have the right to audit, review, examine and make copies, excerpts or transcripts from all records, contact and conduct private interviews with SCDHEC's Recipients and employees, and do on-site reviews of all matters.
relating to service delivery as specified by this Contract. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

B. Audits

In the event an audit is performed and the audit report contains audit exceptions or disallowances, it is agreed by the parties hereto, that the following procedures shall be used in making the appropriate audit adjustment(s):

1. Notice of Exceptions and Disallowances

Upon completion of an audit, SCDHEC shall be furnished a written notice containing the adjustment for each exception and a statement of the amount disallowed for each exception. SCDHHS, the State Auditor's Office, CMS, or their designee shall make this determination. Such notice shall further state the total sum disallowed as a result of the audit and that payment is due to SCDHHS in the full amount of the sums disallowed. Notice will be sent to SCDHEC by certified mail.

2. Disallowances - Appeals

In the event SCDHEC disagrees with the audit exceptions and disallowances, it may seek administrative appeal of such matters in accordance with the SCDHHS appeals procedures. Judicial review of any final agency decision pursuant to this Contract shall be in accordance with S.C. Code Ann. §1-23-380 (1976, as amended) and shall be the sole and exclusive remedy available to either party except as otherwise provided herein. Provided, however, any administrative appeal shall be commenced by written notice as required by the SCDHHS appeals procedures.

Thirty (30) days after mailing of the notice of disallowance, all audit disallowances shall become final unless an appeal in accordance with SCDHHS appeals procedures has been filed. Payment shall be due and should be made upon notice of disallowance regardless of the filing of an appeal. Should the amount of the disallowance be reduced for any reason, SCDHHS will reimburse SCDHEC for any excess amount previously paid. Additionally, any issue which could have been raised in an appeal shall be final and not subject to challenge by SCDHEC in any other administrative or judicial proceeding if no appeal is filed within (30) calendar days of the notice of determination.

3. Disallowed Sums, Set-off

Any provision for appeal notwithstanding, SCDHEC and SCDHHS agree that, should any audit(s) result in disallowance to SCDHEC all funds due SCDHHS are payable upon notice to SCDHEC of the disallowance. SCDHHS is authorized to recoup any and all funds owed to SCDHHS by means of withholding and/or offsetting such funds against any and all sums of money for which SCDHHS may be obligated to SCDHEC under any previous contract and/or this or future contracts. In the event there is no previous contractual relationship between SCDHEC and SCDHHS, the
disallowance shall be due and payable immediately upon notice to SCDHEC of the disallowance.

ARTICLE VIII
TERMINATION OF CONTRACT

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Contract shall be terminated if such funding ceases to be available. SCDHHS shall have the sole responsibility for determining the lack of availability of such federal, state, and local funds.

B. Termination for Noncompliance with the Drug Free Workplace Acts

In accordance with S. C. Code Ann §44-107-60 (Supp. 2000, as amended), and 2 CFR Part 182 (2014, as amended), this Contract is subject to immediate termination, suspension of payment, or both if SCDHEC fails to comply with the terms of the State or Federal Drug Free Workplace Act.

C. Termination for Breach of Contract

This Contract may be canceled or terminated by either party at any time within the Contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

D. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This Contract may be canceled or terminated by SCDHHS at any time within the Contract period if SCDHEC, after exhaustion of all administrative and judicial appeals, has failed to make payment in full to SCDHHS for audit disallowances pursuant to any previous Contract between the parties or if SCDHEC has failed to comply with the maintenance and inspection of records requirements of any previous Contract between the parties.

E. Contravention for Collection of Payments

This Contract may be canceled or terminated by SCDHHS at any time should SCDHEC fail to meet the specific conditions for collection of payments in accordance with Article VI, of this Contract.

F. Termination for Loss of Licensure or Certification (If applicable)

In the event that SCDHEC loses its license to operate or practice from the South Carolina Department of Health and Environmental Control or the appropriate licensing agency, this contract shall terminate as of the date of delicensure. Further, should SCDHEC lose its certification to participate in the Title XVIII and/or Title XIX program, as applicable, this contract shall terminate as of the date of such decertification.
G. Termination by Either Party

Either party may terminate this Contract upon providing the other party with thirty (30) days written notice of termination.

H. Notice of Termination

In the event of any termination of the Contract under this Article, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested. If this Contract is terminated pursuant to Sections C, D and/or G of this Article, termination shall be effective thirty (30) days after the date of receipt unless otherwise provided by law. If this Contract is terminated pursuant to Sections A, B and/or E of this Article, termination shall be effective upon receipt of such notice. If this Contract is terminated pursuant to Section F of this Article, termination shall be effective upon the date listed in the notice.

ARTICLE IX

APPEALS PROCEDURES

If any dispute shall arise under the terms of this Contract, the sole and exclusive remedy shall be the filing of a Notice of Appeal within thirty (30) days of receipt of written notice of SCDHHS' action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with SCDHHS' regulations 10 S.C. Code of State Regs. §126-150, et seq. (2012, as amended), and in accordance with the Administrative Procedures Act, S.C. Code Ann. §1-23-310, et seq., (1976, as amended). Judicial review of any final SCDHHS administrative decisions shall be in accordance with S. C. Code Ann. §1-23-380, (1976, as amended).

ARTICLE X

COVENANTS AND CONDITIONS

In addition to all other covenants and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

SCDHEC agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et seq.).

2. Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. §2000d et seq.) and regulations issued pursuant thereto, (45 CFR Part 80, 2014 as amended), which provide that SCDHEC must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Contract.


5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

6. The Omnibus Budget Reconciliation Act of 1981, as amended P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.


B. Employees of SCDHEC

No services required to be provided under this Contract shall be provided by anyone other than SCDHEC or SCDHEC's subcontractor without the prior approval of SCDHHS.

C. Information on Persons Convicted of Crimes

SCDHEC agrees to furnish SCDHHS or to the USDHHS information related to any person convicted of a criminal offense under a program relating to Medicare (Title XVIII), Medicaid (Title XIX), the Social Services Block Grant program (Title XX), or the State Children’s Health Insurance Program (Title XXI) as set forth in 42 CFR 455.106 (2014, as amended). Failure to comply with this requirement may lead to termination of this Contract.

D. Safeguarding Information

SCDHEC shall safeguard the use and disclosure of information concerning applicants for or Recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, (2014, as amended), SCDHHS' regulations at 10 S.C. Code of State Regs. §126 - 170, et seq., (2012, as amended), and all other applicable state and federal laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

E. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the
election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

F. Restrictions on Lobbying

In accordance with 31 U.S.C. §1352, funds received through this Contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.

G. Reporting of Fraudulent Activity

If at any time during the term of this Contract, SCDHEC becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDHHS, a Recipient of or applicant for services, an employee of SCDHEC or SCDHHS, and/or subcontractor or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other Contract, such information shall be reported in confidence by SCDHEC to SCDHHS.

H. Integration

This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved pursuant to Section O of this Article.

I. Governing Law

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of South Carolina and federal laws as they pertain to the performance of services provided under this Contract.

J. Severability

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

K. Non-Waiver of Breach

The failure of SCDHHS at any time to require performance by SCDHEC of any provision of this Contract or the continued payment of SCDHEC by SCDHHS shall in no way affect the right of SCDHHS to enforce any provision of this Contract; nor shall the waiver by SCDHHS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
L. Non-Waiver of Rights

SCDHHS and SCDHEC hereby agree that the execution of and any performance pursuant to this Contract does not constitute a waiver, each to the other, of any claims, rights, or obligations which shall or have arisen by virtue of any previous agreement between the parties. Any such claims, rights, or obligations are hereby preserved, protected, and reserved.

M. Non-Assignability

No assignment or transfer of this Contract or of any rights hereunder by SCDHEC shall be valid without the prior written consent of SCDHHS.

N. Venue of Actions

Any and all suits or actions for the enforcement of the obligations of this Contract and for any and every breach thereof, or for the review of a SCDHHS final agency decision with respect to this Contract or audit disallowances, and any judicial review sought thereon and brought pursuant to the S.C. Code Ann. §1-23-380 (1976, as amended) shall be instituted and maintained in any court of competent jurisdiction in the County of Richland, State of South Carolina.

O. Amendment

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both parties hereto.

P. Amendment Due to the Unavailability of Funds

SCDHHS shall have the right to amend the total dollar amount reimbursed under this Contract, without the consent of SCDHEC, when the amendment is due to the unavailability of funds and SCDHHS is responsible for providing the matching funds. SCDHHS shall have the sole authority to determine the percentage of any reduction in the dollar amount of this Contract. The amendment shall become effective thirty (30) days from the date of written notification from SCDHHS informing SCDHEC of the reduction/amendment or upon the signature of both parties thereto, whichever is earlier. SCDHHS shall have the sole authority for determining lack of availability of such funds.

Q. Extension

Prior to the end of the term of this Contract, SCDHHS shall have the option to extend or renew this Contract upon the same terms and conditions as contained herein, so long as the total contract period, including the extension, does not exceed five (5) years and shall be set forth in writing and signed by both parties pursuant to Section O of this Article.

R. Subcontracts

Subcontracts under this Contract shall be in writing and shall be subject to the terms and conditions of this Contract. SCDHEC shall be solely responsible for the performance of any subcontractor. See Appendix C for a sample format of a subcontract.
S.  
**Copyrights**

If any copyrightable material is developed in the course of or under this Contract, SCDHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for SCDHHS purposes.

T.  
**Safety Precautions**

SCDHHS and USDHHS assume no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract. SCDHEC shall take necessary steps to insure or protect its Recipients, itself, and its personnel. SCDHEC agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

U.  
**Procurement Code**

When applicable, SCDHEC must comply with the terms and conditions of the South Carolina Consolidated Procurement Code in the acquisition of equipment and supplies and in all subcontracts.

V.  
**Titles**

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

W.  
**Equipment (If applicable)**

Equipment is defined as an article of tangible property that has a useful life of more than one year and an acquisition cost of five thousand dollars ($5,000) or more. Title to all equipment purchased with funds provided under this Contract shall rest with SCDHEC as long as the equipment is used for the program for which it was purchased. SCDHHS shall be notified and instructions will be issued by SCDHHS pertaining to the disposition of the property.

X.  
**National Provider Identifier**

The HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D) require that all covered entities (health plans, health care clearinghouses, and those health care providers who transmit any health information in electronic form in connection with a standard transaction) must use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).

Pursuant to the HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D), and if SCDHEC is a covered health care provider as defined in 45 CFR §162.402, SCDHEC agrees to disclose its National Provider Identifier (NPI) to SCDHHS once obtained from the NPPES. SCDHEC also agrees to use the NPI it obtained from the NPPES to identify itself on all standard transactions that it conducts with SCDHHS.

Y.  
**Employee Education about False Claims Recovery**

If SCDHEC receives annual Medicaid payments of at least Five Million Dollars ($5,000,000), SCDHEC must comply with Section 6032 of the Deficit Reduction Act (DRA) of 2005, Employee Education about False Claims Recovery.
Z. **Debarment/Suspension/Exclusion**

SCDHEC agrees to comply with all applicable provisions of 2 CFR Part 180 (2014, as amended) as supplemented by 2 CFR Part 376 (2014, as amended), pertaining to debarment and/or suspension. As a condition of participation, SCDHEC should screen all employees and subcontractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program, and/or all federal health care programs. To make this determination, SCDHEC may search the LEIE website located at [http://www.oig.hhs.gov/fraud/exclusions.asp](http://www.oig.hhs.gov/fraud/exclusions.asp). SCDHEC should conduct a search of the website monthly to capture exclusions and reinstatements that have occurred since the last search, and any exclusion information discovered should be immediately reported to SCDHHS. Any individual or entity that employs or contracts with an excluded provider cannot claim reimbursement from Medicaid for any items or services furnished, authorized, or prescribed by the excluded provider. This prohibition applies even when the Medicaid payment itself is made to another provider who is not excluded; for example, a pharmacy that fills a prescription written by an excluded doctor for a Medicaid beneficiary cannot claim reimbursement from Medicaid for that prescription. Civil monetary penalties may be imposed against providers who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid beneficiaries. See Section 1128A(a)(6) of the Social Security Act and 42 CFR 1003.102(a)(2).

AA. **Formal Presentations**

SCDHEC or any subcontractor under this Contract shall observe the following requirements which apply to any formal presentation of any findings, conclusions or opinions resulting from use of the data. ("Formal presentation" includes, but is not limited to papers, articles, professional publications, speeches, lectures, and testimony.)

a. SCDHHS shall be notified prior to any formal presentation, and shall be afforded a reasonable period of time (not to exceed 30 days) to review the findings, conclusions or opinions prior to any such formal presentation.

b. SCDHHS shall have the right to delay or prohibit any formal presentation if, in its opinion, such action is necessary for SCDHHS to remain in compliance with federal or state statutes or regulations, or to fulfill SCDHHS obligations under the terms of any agreement between SCDHHS and the CMS of the federal government. In the event such action is taken, SCDHHS shall provide clear references and explanation to the presenter.

c. SCDHHS, in its sole discretion, may require the inclusion of a disclaimer that the findings, conclusions or opinions contained in any formal presentation are those of the author/presenter and do not necessarily reflect the findings, conclusions or opinions of SCDHHS.

BB. **SCDHEC Responsibility**

To the extent SCDHEC as a provider is responsible for making decisions related to Recipients, SCDHEC agrees to provide information for and participate in appeals hearings conducted by SCDHHS to the extent necessary to explain its decisions related to Recipient determinations. SCDHEC agrees to appear as fact witnesses in a proceeding related to the decisions. If required by SCDHHS,
SCDHEC shall be also responsible for providing legal counsel to diligently and capably provide defense of such decisions.

CC. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. The parties agree that this Contract may be delivered by facsimile or electronic mail with a copied signature having the same force and effect of a wet ink signature.

DD. Incorporation of Schedules/Appendices

All schedules/appendices referred to in this Contract are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, SCDHHS and SCDHEC, by their authorized agents, have executed this Contract as of the first day of July 2015.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
"SCDHHS"

BY: Christian L. Soura
Director

BY: Authorized Signature

PRINT NAME

WITNESSES:

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL "SCDHEC"

BY: Darbi C. MacPhail

PRINT NAME

WITNESSES:

C 8 5471 M
APPENDIX A

Medicaid Provider Numbers Assigned to DHEC

Medical Services

DHEC01-DHEC46
DHEC48-DHEC54
DHEC65
APPENDIX B
SCDHEC
SFY 2016

Table One

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<thead>
<tr>
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<td>Flu Vaccine (AFLURIA)</td>
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<td>Injection - Penicillin</td>
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<td>Injection – Spectinomycin Dihyochlor</td>
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Evaluation and Management Codes:

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<td>99213</td>
<td>00, P2, AM</td>
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<td>99214</td>
<td>00, P2, AM</td>
<td>Office Visit</td>
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<td>99215</td>
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Other CPT Codes:

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<td>59430</td>
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<td>Postpartum Care Only</td>
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<td>93000</td>
<td>00, AM, 26</td>
<td>EKG 12 Lead</td>
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Counseling Codes:
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<tbody>
<tr>
<td>T1002</td>
<td>RN Services up to 15 minutes</td>
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<tr>
<td>T1003</td>
<td>LPN Services up to 15 minutes</td>
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<tr>
<td>T1015</td>
<td>TD=RN, TE=LPN/LVN</td>
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<td></td>
<td>Clinic Visit, Encounter</td>
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**Vaccine Administration:**

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<th>Description</th>
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<tbody>
<tr>
<td>90460</td>
<td>Immunization administration; one vaccine under age 19</td>
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<tr>
<td>90461</td>
<td>Immunization administration; each additional vaccine under age 19</td>
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<tr>
<td>90471</td>
<td>Immunization administration; one vaccine</td>
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<tr>
<td>90472</td>
<td>Immunization administration; each additional vaccine</td>
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<tr>
<td>90473</td>
<td>Immunization administration by intranasal or oral route; one vaccine (single or combination vaccine/toxoid)</td>
</tr>
<tr>
<td>90474</td>
<td>Immunization administration; each additional vaccine (single or combination vaccine/toxoid)</td>
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**P/RSPCE:**

<table>
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<td>Health and Behavior Intervention, Group</td>
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(I) Non-federal share funding for procedure codes with FP (Family Planning) modifier will be provided by SCDHHS.
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<td>71015</td>
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<td>X-Ray 9 Chest</td>
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<td>72052</td>
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<td>X-Ray – Spine</td>
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<td>72080</td>
<td>00, AM, TC, 26</td>
<td>X-Ray – Spine</td>
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<td>72090</td>
<td>00, AM, TC, 26</td>
<td>X-Ray - Scoliosis Study</td>
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<td>72170</td>
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<td>X-Ray – Pelvis</td>
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<td>73090</td>
<td>00, AM, TC, 26</td>
<td>X-Ray – Forearm</td>
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<td>X-Ray – Hips</td>
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<td>00, AM, TC, 26</td>
<td>X-Ray – Pelvis &amp; Hips</td>
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<tr>
<td>73592</td>
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<td>X-Ray – Tibia &amp; Fibula</td>
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<td>00, AM, TC, 26</td>
<td>X-Ray – Foot</td>
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<td>74000</td>
<td>00, AM, TC, 26</td>
<td>X-Ray - Abdomen</td>
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<td>Immunoassay, Analyze, Quantitative, by Radiopharmaceutical Technique</td>
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<td>84460</td>
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<td>Transferase; Alanine Amino</td>
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<td>84703</td>
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<td>Gonadotropin Chorionic; Qualitive</td>
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<td>85044</td>
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<tr>
<td>85651</td>
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<td>Lab – Sedimentation Rate</td>
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<td>86580</td>
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<td>Lab – Skin Test, TB</td>
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<td>Lab – Syphilis Test Qualit (EG, VDRL, APR, ART)</td>
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<td>Lab – Virus Isolation</td>
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<td>Infectious agent detection by nucleic acid (DNA or RNA) HPV high risk type</td>
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<td>Lab – Cytology</td>
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**PP/IHV**

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<td>T1028</td>
<td>HA</td>
<td>Assessment of Home, Physical and Family Environment, to Determine Suitability to Meet Patient’s Medical Needs</td>
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<tr>
<td>99501</td>
<td>00, 52</td>
<td>Home Visit for Postnatal Assessment and Follow-Up Care</td>
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**Obesity Initiative**

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<td>Annual face to face obesity screening (15 min. session); Initial visit only</td>
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<td>Face to face behavioral counseling for obesity (15 min. session)</td>
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<td>S9470</td>
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<td>Nutritional counseling, Dietitian visit (30 min. session); Initial visit only</td>
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<td>Group Nutrition classes</td>
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<td>97802</td>
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<td>Initial Individual Assessment; 15 minute= unit</td>
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<td>97803</td>
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<td>Individual face-to-face re-assessment and intervention</td>
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<td>Group face-to-face behavioral counseling</td>
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### TUBERCULOSIS (TB)-Only Benefit

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<td>Initial TB Work Up</td>
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<td>Initial TB DHEC Physician Visit</td>
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<td>99211</td>
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<td>RN visit-Repeat labs/Minor problems/Place TST/Read tsk/Repeat TST</td>
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<td>G9012</td>
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<td>Routine Direct Observation Therapy (DOT)</td>
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<td>Case Management Provider: RN and/or SW</td>
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### Covered I.V.

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<td>Injection, amikacin sulfate, 100 mg</td>
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<td>J1840</td>
<td></td>
<td>Injection, kanamycin sulfate, up to 500 mg</td>
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<tr>
<td>J1956</td>
<td></td>
<td>Injection, levofloxacin, 250 mg</td>
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<td>J2020</td>
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<td>Injection, linezolid, 200 mg</td>
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<tr>
<td>J2280</td>
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<td>Injection, moxifloxacin, 100 mg</td>
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<td>J3000</td>
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<td>Injection, streptomycin, up to 1 g</td>
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### I.V Service Codes

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<td>Intravenous infusion, for therapy, prophylaxis, or diagnosis; initial, up to 1 hour</td>
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<td>96366</td>
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<td>Each additional hour</td>
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<td></td>
<td>Additional sequential infusion of a new drug/substance, up to 1 hour</td>
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<td>96368</td>
<td></td>
<td>Concurrent infusion</td>
</tr>
<tr>
<td>96374</td>
<td></td>
<td>Intravenous push, single or initial substance/drug</td>
</tr>
<tr>
<td>96375</td>
<td></td>
<td>Each additional sequential intravenous push of a new substance/drug</td>
</tr>
</tbody>
</table>

### Laboratory Test- Billed with 00 modifier

<table>
<thead>
<tr>
<th>CPT Code</th>
<th>Modifier</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>86480</td>
<td></td>
<td>TB test, cell mediated immunity antigen response measurement: gamma interferon</td>
</tr>
<tr>
<td>86481</td>
<td></td>
<td>Enumeration of gamma interferon-producing T-cells in cell suspension</td>
</tr>
<tr>
<td>87206</td>
<td></td>
<td>Smear, Acid Fast Bacilli</td>
</tr>
<tr>
<td>87116</td>
<td></td>
<td>Culture, tubercle or other acid-fast bacilli any source, with isolation and presumptive identification of isolates</td>
</tr>
<tr>
<td>87556</td>
<td></td>
<td>Identification by nucleic acid probe, direct probe technique, per culture or isolate, each organism probed</td>
</tr>
<tr>
<td>87188</td>
<td></td>
<td>Mycobacteria Antibiotic Susceptibility (per drug)</td>
</tr>
<tr>
<td>CPT Code</td>
<td>Modifier</td>
<td>Description</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td>87190</td>
<td></td>
<td>Mycobacteria, proportion method, each agent</td>
</tr>
<tr>
<td>87184</td>
<td></td>
<td>Disk method, per plate (12 or fewer agents)</td>
</tr>
<tr>
<td>86580</td>
<td></td>
<td>Tuberculosis, Intradermal</td>
</tr>
<tr>
<td>85025</td>
<td></td>
<td>Complete CBC automated (Hgb, Hct, RBC, WBC and platelet count) and automated differential WBC count</td>
</tr>
<tr>
<td>36415</td>
<td></td>
<td>Venipuncture</td>
</tr>
<tr>
<td>87389</td>
<td></td>
<td>HIV 1-HIV2 Serology test</td>
</tr>
<tr>
<td>80299</td>
<td></td>
<td>Serum Drug Levels (per drug tested)</td>
</tr>
<tr>
<td>80076</td>
<td></td>
<td>Liver Function tests (Liver panel)</td>
</tr>
<tr>
<td>80185</td>
<td></td>
<td>Anti-convulsant level</td>
</tr>
<tr>
<td>89220</td>
<td></td>
<td>Sputum Induction</td>
</tr>
</tbody>
</table>

### Radiology Tests

<table>
<thead>
<tr>
<th>CPT Code</th>
<th>Modifier</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>71010</td>
<td></td>
<td>Radiologic examination, chest; single view frontal</td>
</tr>
<tr>
<td>71020</td>
<td></td>
<td>Radiologic examination, chest, 2 views, frontal and lateral</td>
</tr>
<tr>
<td>71021</td>
<td></td>
<td>With apical lordotic procedure</td>
</tr>
<tr>
<td>71022</td>
<td></td>
<td>With oblique projections</td>
</tr>
<tr>
<td>71030</td>
<td></td>
<td>Radiologic examination, chest, complete, minimum of 4 views</td>
</tr>
<tr>
<td>71035</td>
<td></td>
<td>Radiologic examination, chest, special views</td>
</tr>
<tr>
<td>71220</td>
<td></td>
<td>CT Scan</td>
</tr>
<tr>
<td>71270</td>
<td></td>
<td>Without contrast materials</td>
</tr>
<tr>
<td>71260</td>
<td></td>
<td>With contrast materials</td>
</tr>
<tr>
<td>71550</td>
<td></td>
<td>MRI imaging, chest</td>
</tr>
<tr>
<td>71551</td>
<td></td>
<td>Without contrast material</td>
</tr>
<tr>
<td>71552</td>
<td></td>
<td>Without contrast materials, followed by contrast materials and further sequences</td>
</tr>
</tbody>
</table>

- "00" Must be appended to the CPT code when the provider has rendered both the technical component (the physical taking of an x-ray) and the professional component (interpretation of results).
- "TC" Must be appended to the CPT code when the provider has only rendered the taking of the x-ray.
- "26" Must be appended to the CPT code when the provider rendered the interpretation only. Providers are required to write and sign the report and keep inside the patients chart.

### TB TREATMENT MEDICATIONS

#### Covered Oral Drugs

<table>
<thead>
<tr>
<th>Drug</th>
<th>Drug</th>
<th>Drug</th>
<th>Drug</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biaxin</td>
<td>Moxifloxacin</td>
<td>Zithromax</td>
<td>Isoniasid</td>
</tr>
<tr>
<td>Pyridoxine (B-6)</td>
<td>Cycloserine</td>
<td>Paser</td>
<td>Diphenhydramine</td>
</tr>
<tr>
<td>Ison-Rif</td>
<td>Ranitidine</td>
<td>Ethionamide</td>
<td>Prednisone</td>
</tr>
<tr>
<td>Ethambutol</td>
<td>Metoclopramide</td>
<td>Rifamate</td>
<td>Ciprofloxacin</td>
</tr>
<tr>
<td>Rifabutin</td>
<td>Guaifenesin</td>
<td>Promethazine HCl</td>
<td>Rifampin</td>
</tr>
</tbody>
</table>

C 85471 M

Appendix B - Page 6 of 7 pages
<table>
<thead>
<tr>
<th>Levaquin</th>
<th>Rifapentine</th>
<th>Hydroxyzine HCl</th>
<th>Pyrazinamide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tigan</td>
<td>Other...</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:

- Children’s Rehabilitative Service Clinics may only bill for pediatric subspecialty rates when the physician providing the service meets the qualifications of a pediatric sub-specialist and is enrolled in the South Carolina Medicaid program as a pediatric sub-specialist. Billing must reflect appropriate designations.
  
  1. If the physician providing service is enrolled in the South Carolina Medicaid program as a pediatric sub-specialist place the physician’s Medicaid pediatric sub-specialist provider number in the Prior Authorization field or
  
  2. If the physician providing service is not enrolled in the South Carolina Medicaid program as a pediatric sub-specialist use the modifier AM with the procedure code.

- Modifier 76 (Repeat Procedure by Same Physician) may be used when appropriate.

Procedural and Diagnostic Coding:

Medicaid recognizes the medical terminology as defined in the most recent version of the Current Procedural Terminology (CPT), published by the American Medical Association and/or the most recent version of Healthcare Common Procedure Coding System published by the American Medical Association; and the diagnosis codes as defined in the most recent version of the International Classification of Diseases, provided by the U.S. National Center for Health Statistics.
Appendix C
SCDHEC Cost-Based Services
FY 2016

<table>
<thead>
<tr>
<th>PROCEDURE CODE</th>
<th>MODIFIER</th>
<th>SERVICE DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Investigations</td>
<td></td>
<td>Comprehensive Environmental Lead Investigation</td>
</tr>
</tbody>
</table>

T1029

Procedural and Diagnostic Coding
Medicaid recognizes the medical terminology as defined in the most recent version of the Current Procedural Terminology (CPT), published by the American Medical Association and/or the most recent version of Healthcare Common Procedure Coding System, published by the American Medical Association; and the diagnosis codes as defined in the most recent version of the International Classification of Diseases, provided by the U.S. National Center for Health Statistic
APPENDIX D

Memorandum of Agreement Between
South Carolina Department of Health and Human Services
And
South Carolina Department of Health and Environmental Control
For the Vaccine For Children (VFC) Program

A. PURPOSE

The Purpose of this Agreement is to define the responsibilities of SCDHHS and SCDHEC in relation to the Vaccine For Children (VFC) program as outlined in the Omnibus Budget Reconciliation Act (OBRA) of 1993. SCDHEC is the state agency responsible for the statewide implementation of the VFC program.

As outlined in OBRA 1993, Federal Matching Funds are only available for an immunization administration fee under this program. An administration fee will be reimbursed to all Medicaid providers enrolled in the VFC program who administer one vaccine or immunization percutaneous, intradermal, subcutaneous, intramuscular and jet injections during a patient encounter. An administration fee will be reimbursed to all Medicaid providers enrolled in the VFC program who administer one vaccine or immunization by intranasal or orally. A maximum of Three (3) administration fees will be reimbursed to all Medicaid providers enrolled in the VFC program who administer more than one vaccine or immunization during a patient encounter. Nurse Practitioners will be reimbursed at eighty percent (80%) of the actual cost or market-based rates.

B. ACCOUNTABILITY

SCDHEC and SCDHHS will coordinate all activities related to the detection and proper reporting of suspected fraud and abuse of the VFC program.

SCDHHS will provide a report to SCDHEC by September 30th of each contract year. The report shall consist of the following:

1. A count of claims paid to all SCDHEC Providers who administer more than one vaccine for the maximum administration fee.
2. Expenditures and State Match for claims paid in #1 above.
3. Copies of the quarterly report will be distributed as follows:
   a. One copy to Director, SCDHEC Patient Billing Office and
   b. One copy to Director, SCDHEC, Immunization Division, and
   c. One copy to Ms. Valeria Williams, SCDHHS, Program and Contract Administration, and
   d. One copy to Ms. Lynette Wilson, SCDHHS, Department Head, Department of Accounts Receivable.
APPENDIX E

CONTRACT

BETWEEN

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

(SUBCONTRACTOR)

FOR THE PURCHASE AND PROVISION OF ____________ SERVICES

THIS CONTRACT is entered into as the ___ day of __________, 201__, by and between the South Carolina Department of Health and Environmental Control, hereinafter referred to as "SCDHEC" and __________, hereinafter referred to as "Subcontractor".

The parties agree as follows:

ARTICLE I

CONTRACT PERIOD

This Contract shall take effect as of __________, 201__, and shall, unless sooner terminated in accordance with Article VII herein, continue in full force and effect through __________, 201__.

ARTICLE II

SCOPE OF SERVICES

Subcontractor agrees to provide ____________ Services to Medicaid Recipients requiring services as requested by SCDHEC.

Subcontractor agrees and understands that SCDHEC has entered into a Contract with the South Carolina Department of Health and Human Services (SCDHHS) to perform certain health-related services for qualified Medicaid eligible Recipients and that SCDHEC is contracting with Subcontractor to provide those specific services referenced above.

Subcontractor agrees and understands that SCDHEC is responsible for ensuring that all services provided to Medicaid eligible Recipients by Subcontractor shall be provided in accordance with this Contract, and that all Subcontractor personnel involved in the provision of services to Medicaid eligible Recipients must meet provider qualifications as established by SCDHHS.
ARTICLE III

QUALITY ASSURANCE

Subcontractor agrees and understands that SCDHEC is under Contract with SCDHHS to perform onsite Quality Assurance (QA) reviews of selected subcontractors for the purpose of evaluating the quality of services provided, adherence to Medicaid policy and procedure, and Contract compliance. Subcontractor also agrees and understands that SCDHHS may perform onsite QA reviews of selected subcontractors for the same purposes. (A copy of SCDHEC’s Contract with SCDHHS is attached as Appendix A.)

QA reviews shall consist of examination of a random sample of Subcontractor’s Medicaid-related clinical records; evaluation of credentials of staff involved in the provision of Medicaid-related services; review of the process whereby Subcontractor relays service delivery information to SCDHEC for purposes of Medicaid billing; assessment of Subcontractor’s compliance with Medicaid standards, policies and procedures; and an exit conference with appropriate Subcontractor staff.

ARTICLE IV

CONDITIONS FOR REIMBURSEMENT

SCDHEC agrees to purchase from the Subcontractor and pay for services provided in accordance with this Contract. Subcontractor and SCDHEC hereby agree that payment for said services shall be available at the following rate(s) and shall be billed in the following manner:

Subcontractor agrees that payment under this Contract shall be considered as payment in full and that Subcontractor shall not bill, request, demand, solicit, or in any manner receive or accept payment from the Medicaid eligible Recipient or any other person, family member, relative, organization or entity.

ARTICLE V

AUDITS AND RECORDS

Subcontractor understands and agrees that adequate and correct fiscal and clinical records shall be kept to disclose the extent of services rendered and to ensure that claims for payment are in accordance with all applicable laws, regulations, and policies.

A. Maintenance of Records

Subcontractor understands and agrees that all fiscal and clinical records shall be retained for a period of five (5) years after final payment for services rendered. If any litigation, claim, audit, or other action involving the records has been initiated prior to expiration of the five (5) years, the records shall be retained until completion of the action and resolution of all issues which arise from the action or until the end of the five (5) year period, whichever is later.

B. Inspection of Records

Subcontractor understands and agrees that, for the purpose of reviewing, copying, and reproducing documents, access to all records concerning Medicaid-related services under this Contract shall be allowed during normal business hours to SCDHEC, SCDHHS, the State Auditor’s Office, the South Carolina Attorney General’s Office, the Department of Health and Human Services and/or their designees.
ARTICLE VI
COVENANTS AND CONDITIONS

A. Compliance with Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, and Age Discrimination Act of 1975

Subcontractor shall ensure that services to Medicaid Recipients are provided in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975, and any regulations promulgated pursuant to any of these Acts.

B. Employment of Personnel

In all hiring or employment made possible by or resulting from this Contract, Subcontractor agrees that (1) there shall be no discrimination against any employee or applicant for employment because of handicap, age, race, religion, sex, or national origin, and that (2) affirmative action shall be taken to insure that applicants are employed and that employees are treated during employment without regard to their handicap, age, race, color, religion, sex, or national origin. This requirement shall apply, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Subcontractor further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to handicap, age, race, color, religion, sex, or national origin. All inquiries made to Subcontractor concerning employment shall be answered without regard to handicap, age, race, color, religion, sex, or national origin. All responses to inquiries made to Subcontractor concerning employment made possible as a result of this Contract shall conform to federal, state, and local regulations.

C. Discrimination Based on Sex or Religion

Subcontractor shall comply with all requirements of the Omnibus Budget Reconciliation Act of 1981, as amended P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

D. Americans with Disabilities Act of 1990 (ADA)

Subcontractor shall comply with all requirements of the Americans with Disabilities Act of (42 U.S.C. §12101 et. seq.), and regulations issued pursuant thereto.

E. Drug Free Workplace Act


F. Safeguarding Information

Subcontractor shall safeguard the use and disclosure of information concerning Recipients of Title XIX (Medicaid) services in accordance with 42 CFR Part 431, Subpart
G. Employees of Subcontractor

No services required to be provided under this Contract shall be provided by anyone other than Subcontractor or an employee of Subcontractor.

H. Reporting of Fraudulent Activity

If at any time during the term of this Contract, Subcontractor becomes aware of or has reason to believe that, under this Contract, a Recipient of services or an employee of Subcontractor or SCDHEC have improperly or fraudulently applied for or received monies or services pursuant to this Contract, such information shall be reported in confidence to SCDHEC.

I. Indemnification – Third Party Claims

Notwithstanding any limitation in this Contract, the Provider shall defend and indemnify SCDHHS and all its respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of the Provider, its subcontractors, their employees, workmen, servants or agents. The Provider shall be given written notice of any suit or claim. SCDHHS shall allow the Provider to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. SCDHHS shall allow the Provider to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of the Provider, and (ii) the settlement imposes no non-monetary obligation upon SCDHHS. The Provider shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of SCDHHS. SCDHHS shall reasonably cooperate with the Provider defense of such suit or claim. The obligations of this paragraph shall survive termination of this Contract.

ARTICLE VII

TERMINATION OF CONTRACT

This Contract may be cancelled and terminated by either party at any time within the Contract period upon mutual agreement between the parties or whenever it is determined by one party that the other party has materially breached or otherwise failed to materially comply with its obligations hereunder.

In the event of any termination of the Contract, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt requested.
IN WITNESS WHEREOF, SCDHEC and Subcontractor, by their authorized agents, have executed this Contract as of the ___ day of ________ 201__.

BY: ___________________________  BY: ___________________________

SCDHEC  SUBCONTRACTOR

WITNESSES:

______________________________  ________________________________

______________________________  ________________________________
# APPENDIX F

## MEDICAID SERVICES

### ANNUAL ADMINISTRATIVE SERVICES BUDGET

**JULY 1, 2015 – JUNE 30, 2018**

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>TOTAL CONTRACT AMOUNT</th>
<th>FFP</th>
<th>TOTAL DHEC - STATE MATCH (IGT)</th>
<th>TOTAL DHHS-STATE MATCH (IGT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Immunization Awareness Campaign</td>
<td>$67,500</td>
<td>$33,750</td>
<td>$33,750</td>
<td></td>
</tr>
<tr>
<td>Intake Increase Medicaid Usage</td>
<td>$719,699</td>
<td>$359,849</td>
<td>$359,850</td>
<td></td>
</tr>
<tr>
<td>Improve Birth Outcomes</td>
<td>$533,252</td>
<td>$266,626</td>
<td>266,626</td>
<td></td>
</tr>
<tr>
<td>BCCP Nurse</td>
<td>$80,500</td>
<td>$60,375</td>
<td>$4,025</td>
<td>$16,100</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1,400,951</strong></td>
<td><strong>$720,600</strong></td>
<td><strong>$664,251</strong></td>
<td><strong>$16,100</strong></td>
</tr>
</tbody>
</table>
APPENDIX G

ANNUAL IMMUNIZATION CAMPAIGN BUDGET for FY 2015 - 2018

Projected expenditures for this campaign are below. Please note that all budget line items are subject to change pending SCDHEC approval in order to maintain flexibility in the campaign. Proposed expenditures are based on experience with previous campaigns. Certain items may be deleted or altered based on new information gained during the campaign period.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Education Messages Radio, billboard, and/or TV public service announcements, media endorsements/partnerships posters, flyers, and letter inserts English and Spanish (includes dissemination and postage)</td>
<td>$31,200</td>
</tr>
<tr>
<td>Creation, production and dissemination of special event advertisements and securing additional corporate and agency partners (includes scheduling, mailing and maintaining promotional items)</td>
<td>$9,700</td>
</tr>
<tr>
<td>Consultation, graphic artist, and Spanish translation services</td>
<td>$18,500</td>
</tr>
<tr>
<td>Administration costs</td>
<td>$8,100</td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td><strong>$67,500</strong></td>
</tr>
</tbody>
</table>
**APPENDIX H**

**DHEC MEDICAID ADMINISTRATIVE SERVICES**

**MANAGEMENT PLAN**

07/01/2015 – 6/30/2018

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Deliverables</th>
<th>Outcome Measure</th>
</tr>
</thead>
</table>
| **Goal 1 – Medicaid Intake**<br>Through 06/30/2018, continue Family Planning intake activities to maintain or increase: | DHEC  <br>1. Maintain intake logs recording information about FP eligible and potentially eligible recipients. | **DHEC**<br>1. Quarterly reports of information on the number of applicants assisted with the FP applications that DHHS can match against Medicaid Management Information System (MMIS) files and produce a summary by county of the numbers of recipients who have become eligible for FP during SFY 201 using the DHHS web site. | **DHEC**<br>Report increase in intake efforts by DHEC to potential FP recipients as evidenced by an increase in percent of FP recipients listed on DHEC's log and matched as eligible in DHHS MMIS from previous three SFY.  
Annual Report is due by 8/31. Include a 3 yr. trend with graphics to measure outcomes. |
| • the number of Medicaid eligible Family Planning (FP) recipients; |  |  | 1. Maintain intake logs recording information about FP eligible and potentially eligible recipients matched to MMIS. |
| • the level of participation of recipients in the FP program; |  |  | SFY XX numbers = |
| • the number of adolescents who continue proper usage of a new birth control method after 60 days and continue utilizing FP services; and |  |  | SFY XX numbers = |
| • Link beneficiaries to |  |  | % change between past and current FY = |
|  | 2. Screen individuals based on income and family size for FP eligibility. | 2. Quarterly reports of the number of clients screened based on income and family size for SFY15 for FP. | 2. Screen individuals based on income and family size for FP eligibility.  
SFY XX numbers =  
SFY XX numbers =  
% change between 14 & 15 = |
<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Deliverables</th>
<th>Outcome Measure</th>
</tr>
</thead>
</table>
| primary medical homes, including Federally Qualified Health Centers and Rural Health Centers. Intake workers will offer to share a listing of community health centers [CHCs]. | 3. Assist in the eligibility process for likely FP eligibles. Assure applicants have information/documentation needed for FP initial enrollment and re-certification. | 3. Quarterly reports of the number of applicants who were assisted with the FP eligibility process for likely eligibles and were given the information/documentation for enrollment and re-certification for current SFY. | 3. Assist in the eligibility process for those likely FP eligibles. Assure that clients have the information/documentation needed for FP initial enrollment and re-certification. Past and current FY  
SFY XX numbers =  
SFY XX numbers =  
% change past and current FY = |
| Components of intake include, but are not limited to information gathering, eligibility screening, and application assistance, and application submission to DHHS. | 4. Provide intake for Family Planning potential participants that receive DHEC services. | 4. Quarterly reports of the number of potential FP participants that receive DHEC Medicaid billable services in SFY past and current FY. | 4. Use DHEC services to educate and/or provide intake regarding FP.  
SFY XX numbers =  
SFY XX numbers =  
% change between past and current FY = |
| 5. Adolescents will be contacted within 60 days, after initiation of a new method, to address any concerns with their new birth control method to ensure continued utilization of Family Planning services. | 5. Quarterly reports of the number of adolescents contacted, within 60 days after initiation of new method, to address any concerns with their new birth control method and ensure continued utilization of Family Planning services. | 5. Quarterly reports of the number of adolescents contacted within 60 days after initiation of new method, to address any concerns with their new birth control continued utilization of Family Planning services. | 5. Quarterly reports of the number of adolescents contacted within 60 days after initiation of new method, to address any concerns with their new birth control continued utilization of Family Planning services.  
SFY XX numbers =  
SFY XX numbers =  
% change between past and current FY = |
<p>| 6. Intake workers and Care Line Staff will offer to share a list of community health centers (CHCs) and/or physician offices to women who may not have a medical home. | 6. Intake Worker will offer a list of community health centers and/or physician offices to all FP applicants. | 6. Percent of FP applicants who were offered a list of community health centers and/or physician offices by Intake worker | 6. Percent of FP applicants who were offered a list of community health centers and/or physician offices by Intake worker |</p>
<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Deliverables</th>
<th>Outcome Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>DHHS:</td>
<td>1. Annually, DHEC will receive a list of community health centers (CHC) that agree to accept FP clients.</td>
<td>DHHS: 1. By June 30 DHHS will send DHEC a list of CHC that accept FP clients.</td>
<td>DHHS 1. SC DHEC is provided a list of CHCs that accept FP clients on an annual basis</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities</th>
<th>Deliverables</th>
<th>Outcome Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Level</td>
<td>1. Assure early identification of mothers at risk for delivering seriously ill and premature babies, prenatal care, and prenatal transfer of these mothers to facilities with tertiary care NICU's (Neonatal Intensive Care Units).</td>
<td>Regional Level All deliverables are to be reported 60 days following the end of the quarter. 1. Quarterly reports the number of Healthy Connections pregnant women identified as high risk for poor birth outcomes, per trimester, by medical home or MCO. - 24 hr. availability and consultation by Maternal Fetal Medicine staff at Level III hospitals. - Quarterly report of all maternal transports to a Tertiary Center.</td>
<td>Regional Level 1. Report the number and percent of identified high-risk pregnant women delivering seriously ill or premature babies. Include number of infant deaths prior to hospital discharge. a. Report number of maternal transports to Regional Perinatal Centers (RPC) that were treated and discharged without delivery, by gestation, condition, payer source. Conditions of interest: preeclampsia; placenta complications; prenatal infection; gestational diabetes mellitus; chronic hypertension; abnormalities of the fetus; ectopic pregnancy; preterm labor and premature rupture of membrane; traumatic injury complicating pregnancy; and other. b. Report number of maternal transports to RPC that were treated and delivered, by gestation, diagnosis, payer source. Conditions of interest: preeclampsia; placenta complications; prenatal infection; gestational diabetes mellitus; chronic hypertension; abnormalities of the fetus; ectopic pregnancy; preterm labor and premature rupture of membrane; traumatic injury complicating pregnancy; and other.</td>
</tr>
<tr>
<td>Objective</td>
<td>Activities</td>
<td>Deliverables</td>
<td>Outcome Measure</td>
</tr>
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<tr>
<td>2. Assure risk appropriate and timely care of</td>
<td>2. Quarterly reports the number of seriously ill, high risk, and prematures</td>
<td>2. Report the number and percent of neonates stabilized and transferred to RPC. Include NICU outcomes.</td>
<td>c. Report number of maternal transports to RPC that were treated, released, and readmitted to the RPC, by gestation, diagnosis, payer source.</td>
</tr>
<tr>
<td>neonates by transferring seriously ill and</td>
<td>premature babies transferred to facilities with tertiary care NICU’s.</td>
<td></td>
<td>a. Report number of neonatal transfers to RPC by condition and payer source. Conditions of interest: congenital malformations, deformation, etc.; necrotizing enterocolitis; respiratory distress; other respiratory disorders; pulmonary disorders; cardiovascular disorders; neonatal hemorrhages; bacterial sepsis; newborn affected by maternal complications of pregnancy; and other.</td>
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<tr>
<td>premature babies to facilities with appropriate Neonatal Intensive Care Units.</td>
<td>• Availability of Neonatal consultation and intervention 24 hours a day</td>
<td></td>
<td>b. Report number of shunts</td>
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<td></td>
<td>• Quarterly reports of neonatal transports to a Tertiary Center</td>
<td></td>
<td>c. Report number of specialized transports</td>
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<td>3. Work to ensure systems in place for back</td>
<td>3. Quarterly report on back transports at each RPC to referring hospitals.</td>
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<td>transports if necessary</td>
<td>Work with case management staff to report any denials for back transports to DHHS or appropriate payer source</td>
<td></td>
<td>a. Report number of back transports by RPC to referring hospitals and payer source.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>b. Report number of denials for back transports by RPC, referring hospital, diagnosis, and payer source.</td>
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<tr>
<td>Objective</td>
<td>Activities</td>
<td>Deliverables</td>
<td>Outcome Measure</td>
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<td><strong>Goal 2 - Objective B</strong>&lt;br&gt;In partnership with the Birth Outcomes Initiative (BOI)&lt;br&gt;Assist to reduce the number of non-medically indicated early term (37-38 weeks gestation) births.</td>
<td>1. Work with BOI and South Carolina Hospital Association (SCHA) to assist in operationalizing quality initiatives related to decreasing elective inductions in SC.&lt;br&gt;2. Attend DHEC Director's Ob Task Force</td>
<td>• Quarterly reports the number of NICU admissions that are non-medically indicated early term (37-38 weeks gestation) births induced or delivered via cesarean.&lt;br&gt;• Monitor plans of action with hospitals to address non-medically indicated early term (37-38 weeks gestation) deliveries.</td>
<td>a. Report the number of neonatal intensive care unit (NICU) admissions that are non-medically indicated early term (37-38 weeks gestation) births induced or delivered via cesarean by hospital, by payer source, medical indication for delivery.&lt;br&gt;b. Provide DHEC/DHHS a summary on activities by Regional Systems Developers and SC Hospital Association to eliminate non-medically indicated early term births induced or delivered via cesarean. This summary must include:&lt;br&gt;  - Number of meetings between SCHA.&lt;br&gt;  - Number of meetings at hospital level between Regional Perinatal Center staff and hospital staff/physicians with synopsis of activities for each meeting.</td>
</tr>
<tr>
<td><strong>Goal 2 – Objective C</strong>&lt;br&gt;To promote, train, disseminate best practice quality interventions for high-risk mothers and infants that lead to improved birth outcomes.</td>
<td>Provide Obstetrical and Neonatal Outreach Education to Perinatal Regions</td>
<td>Quarterly reports the number of outreach ob/neo outreach education offerings.</td>
<td>RPC will provide number of outreach education offerings; number of attendees.</td>
</tr>
</tbody>
</table>

DHEC Perinatal Manager agrees to meet with appropriate BOI, SCHA, DHHS, and DHEC staff quarterly to report and discuss findings of data.
APPENDIX I
NFP HV Pilot Program
January 2016 – December 2020*

Billing Method:

SCDHHS and NFP National Service Office budgeted a total of $5,804,366 in projected Medicaid reimbursement dollars for the 5 year waiver period. In order for SCDHEC to bill the following codes for the NFP HV Pilot Program, claims must be submitted through either a Supervising Physician, Physician Assistant or a Nurse Practitioner meeting the licensure and educational requirements in the State of South Carolina. The CMS 1500 claim form will contain the service facility location NPI# on line 24 J unshaded as well as the taxonomy indicator of ZZ in 24I, the taxonomy code must be placed in 24 J shaded.

Referring providers’ names must be documented in field 17 and the NPI number in field 17 B on the CMS 1500 claim form. If a self-referral takes place please just indicate the word “self” in field 17.

HV Pilot Project participating families are eligible to receive up to forty (40) home visits during the participating family’s total period of eligibility, which will be comprised of the following services:

- No more than fifteen (15) prenatal home visits;
- No more than eight (8) postpartum home visits; and
- No more than seventeen (17) total home visits for the eligible child (to be used prior the date the eligible child reaches two (2) years of age).

H1001 - Prenatal Care, at-risk enhanced service; antepartum management

H1001 - $176.00 per day (1 unit per week with a maximum of 15 in 12 months)

H1001 - HD modifier – will be used for the post-partum visit for the mother

H1001(HD) - $176.00 per day (1 unit per week with a maximum of 8 in 2 months)

T1001 - Nursing assessment/evaluation. (Will be assigned to the child for the first year of visits)

T1001 - $176.00 per day (1 unit per week)

T1000 - RN services, up to 15 minutes (Will be assigned to the child for the second year of visits with the child). (Need to bill 6 units per visit)

T1000 - $29.34 per unit (up to 6 units allowed per day and no more than 1 visit (6 units) per week)

* This date is beyond the term of this Contract.