

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Office of MaineCare Services - Value-Based Purchasing
11 State House Station
Augusta, Maine 04333-0011
Toll Free: (866) 796-2463; TTY: Dial 711 (Maine Relay)
Fax: (207) 287-3373

Primary Care Case Management ~ Terms and Conditions

1. The Rider is a supplement to the MaineCare Provider/Supplier Agreement (hereinafter the “Agreement”). All provisions of that Agreement remain in full force and effect.
2. The Primary Care Case Management (PCCM) Primary Care Provider (PCP) shall provide and/or authorize services to MaineCare PCCM members participating in PCCM in accordance with provisions contained herein, in the MaineCare Benefits Manual and in all other applicable laws, rules and regulations of the Department, the State of Maine or of the U.S. Department of Health and Human Services. The PCCM PCP or its assigned designee must sign all referral forms. This signature may be a written signature, an auto-signature or a signature stamp, but if a party or device other than the actual provider signs referral forms, this process must be documented and included as an attachment to the rider. This process is subject to approval by the Bureau of Medical Services (hereinafter the “Bureau”). Any changes of, deletions from, or additions to the PCCM PCP’s assigned designees must be forwarded to the Bureau or its designee.
3. The Department shall pay the PCCM PCP for services provided in accordance with any fee schedule or other provisions concerning fees contained in the MaineCare Benefits Manual for services provided to MaineCare PCCM members.
4. The Department shall pay the PCCM PCP a management fee monthly for each PCCM member in accordance with the provisions contained in the MaineCare Benefits Manual for PCCM members.
5. The Department will review access to care and quality of services under PCCM. Findings of such reviews will be shared with the PCCM PCP.
6. In the event of an inconsistency in this Rider or between this Rider and the Agreement, unless otherwise provided herein, the inconsistency shall be resolved by reference to the following in the order provided:
 - a. federal statutes or regulations;
 - b. appropriate provisions of the Maine Revised Statutes Annotated;
 - c. appropriate provisions of the MaineCare Benefits Manual;
 - d. this Rider; and
 - e. the Agreement.
7. The PCCM PCP shall not sublet, transfer, assign, or otherwise dispose of this Rider or any portion thereof, or of its rights, title or interest therein, without written request to the Department and written consent from the Department. No subcontracts or transfer of the Rider shall in any case release the PCCM PCP of his/her liability under this Rider. A change of name on the part of the PCCM PCP shall be reported to the Department no later than thirty (30) calendar days prior to the effective date of the change and may, if deemed appropriate in the judgment of the Department, be recognized by the Department without the need to enter a new Rider. In such instance, the rights and obligations of the parties hereto shall remain unchanged.

8. Within thirty (30) calendar days written notice from either party, the Department and the PCCM PCP may negotiate a revision of this Rider to the extent allowable by law. A letter stating the revision, signed by both parties, and attached to this Rider, will validate a revision of this Rider. Refusal on the part of either party to agree on the proposed amendment within thirty (30) calendar days of notice will give either party grounds to terminate the Rider.
9. The failure of the Department to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Rider or to exercise any right in this Rider shall not be construed as a waiver of future performance of the right. The obligation of the PCCM PCP with respect to such future performance shall continue.
10. Either party may terminate this Rider without cause upon sixty (60) calendar days written notice to the other party, provided, however, that the Rider may not be voluntarily terminated by the PCCM PCP until all PCCM members have been transferred to an alternative PCCM PCP or after ninety (90) calendar days, whichever is first.

The Department may terminate the Rider immediately by giving written notice to the PCCM PCP if the Department reasonably believes that conditions exist which place the health and safety of PCCM members in jeopardy.

In the event of the sale or closing of a practice or clinic or of a change in ownership or control of a practice or clinic, the PCCM PCP shall provide the Department with a sixty (60) calendar day written notice of intent to terminate the Rider.

The Department shall send all termination notices by registered or certified mail.

Any PCCM PCP shall be provided the opportunity for a review of the Department's decision to terminate the Rider as set forth in Chapter 1 of the MaineCare Benefits Manual prior to the effective date of termination but any hearing will be scheduled after that effective date and the transfer of PCCM members, if appropriate.

The Rider automatically terminates upon the termination of the PCCM PCP's MaineCare Provider/Supplier Agreement or the Provider's death.

11. After receipt of a notice of termination, the PCCM PCP shall assist the Department in the transfer of PCCM members to another PCCM PCP in an orderly manner consistent with the best interests of the member's health and welfare.
12. This Rider contains the entire Rider of the parties and neither party shall be bound by any statement or representation not contained herein.