

7. Encounter Claims Data

- a.** Contractor shall submit all Encounter Claims Data to OHA electronically using HIPAA Transactions and Codes Sets or the National Council for Prescription Drug Programs (NCPDP) Standards and in accordance with OHA rules.
- b.** Contractor shall become a trading partner and conduct data transactions in accordance with OHA Electronic Data Transmission Rules; OAR 943-120-0100 through 943-120-0200.
- c.** Contractor shall demonstrate to OHA through proof of enrollment information, Encounter Data Certification and Validation that Contractor is able to attest to the accuracy, completeness and truthfulness of information required by OHA, in accordance with 42 CFR 438.604 and 438.606. Contractor shall submit the reports listed below to OHA as described in each report. The reports are available on the Contract Reports Web Site.

Encounter Data Certification and Validation Report, and
Encounter Claim Count Verification Acknowledgement and Action
Report.

Pharmacy Expense Proprietary Exemption Request Report
Pharmacy Expense Report

- d.** Encounter Data Submission and Processing
 - (1)** Contractor shall submit valid Encounter Data at least once per calendar month, on forms or formats specified by OHA and in accordance with OAR 410-141-3430 and OAR 943-120-0100 through 943-120-0200. The Encounter Data submitted must represent 50 percent of all Encounter claim types received and adjudicated by Contractor during that calendar month, including the paid amounts regardless of whether the Provider is paid on a fee-for-service or capitated basis, or whether the Provider is in network (participating) or out of network (non-participating).
 - (2)** Contractor shall correct errors in Encounter Data if the Encounter Data cannot be processed because of missing or erroneous information. Corrective Action may be initiated if more than 10% of any Encounter Data submission cannot be processed because of missing or erroneous information.
 - (3)** To prevent Corrective Action, Contractor may submit documentation to OHA citing specific circumstances that delay Contractor's timely submittal of Valid Encounter Data. OHA will review the documentation and make a determination within 30 days on whether the circumstances

cited are Acceptable. These “Acceptable” circumstances may include, but are not limited to:

- (a) Member's failure to give the Provider necessary claim information,
- (b) Third-Party Resource liability coordination,
- (c) Delays associated with resolving local or out-of-area Provider claims,
- (d) Member pregnancy,
- (e) Third-Party submitter coordination,
- (f) Hardware or software modifications to Contractor's system, and
- (g) OHA recognized system issues preventing timely submission of Encounter Data.

8. Encounter Claims Data (Non-Pharmacy)

- a. Contractor shall submit all valid unduplicated Non-Pharmacy Encounter Data to OHA within 60 days of the Claims Adjudication date. The Claims Adjudication date is the date of Contractor's payment or denial. Corrective action may be initiated if more than 10% of the Encounter Data submitted are over 60 days after the Claims Adjudication date or if the submissions of duplicate claims exceed 10% per month.
- b. Contractor shall correct errors in Encounter Data if the Encounter Data cannot be processed because of missing or erroneous information. Corrective Action may be initiated if more than 10% of any Encounter Data submission cannot be processed because of missing or erroneous information.
- c. OHA will notify Contractor of the status of all Encounter Data processed. Notification of all Encounter Data that must be corrected will be provided to Contractor each week. Encounter Data on this notification is referred to as “Encounter Data Requiring Correction.” OHA will not necessarily notify Contractor of report errors.
- d. Contractor shall submit corrections to all Encounter Data Requiring Correction within 63 days of the date OHA sends Contractor notice. Encounter Data Requiring Correction that are not corrected to be Valid Encounter Data within 63 days of OHA notification are subject to Corrective Action.

9. Encounter Pharmacy Data

- a. The Encounter Pharmacy Data submitted must represent 50 percent of all pharmacy claim types received and adjudicated by Contractor during that calendar month, including the paid amounts regardless of whether the Provider is paid on a fee-for-service or capitated basis, or whether the Provider is in network (participating) or out of network (non-participating).
- b. Contractor shall submit all valid, accepted liability, unduplicated Encounter Pharmacy Data to OHA within 60 days of the dispense date. Corrective action may be initiated if more than 10% of the Encounter Pharmacy Data submitted are over 60 days after the dispense date or if the submission of duplicate claims exceed 10% per month.
- c. Contractor shall correct errors in Encounter Pharmacy Data if the Encounter Pharmacy Data cannot be processed because of missing or erroneous information. Corrective Action may be initiated if more than 10% of any pharmacy data submission cannot be processed because of missing or erroneous information.
- d. OHA will notify Contractor of the status of all Encounter Pharmacy Data processed. Notification of all Encounter Pharmacy Data that must be corrected will be provided to Contractor each week. Encounter Pharmacy Data on this notification is referred to as “Pharmacy Data Requiring Correction.” OHA will not necessarily notify Contractor of report errors.

10. Administrative Performance Program

- a. The Administrative Performance (AP) Standard utilizes the AP Withhold (APW) methodology described in this section. The APW methodology requires the submission of Valid Encounter Data, including pharmacy claims data that is submitted to OHA and certified in accordance with OAR 410-141-3430 and that is also submitted to the All Payer All Claims database by OHA or by Contractor. OHA may provide further instructions about the APW process. The APW process will not alter OHA’s authority to administer the encounter data requirements of OAR 410-141-3430 or any other provisions under the Contract.
- b. For purposes of the APW methodology and calculations, the following definitions apply:
 - (1) **“AP Standard”** means the standard for accurate and timely submission of all Valid Claims for a Subject Month within 180 days of the end of the Subject Month and the correction of Encounter Data requiring correction with 63 days of the date of notification, applying the standard in OAR 410-141-3430 in effect for the Subject Month.
 - (2) **“Administrative Performance Withhold”** (or AP Withhold or APW) means the dollar amount equal to one percent (1%) of the Contractor’s adjusted Capitation Payment paid for the Subject Month (including

monthly and weekly payments combined for the Subject Month) as described in Exhibit C, Section 4. that will be withheld during the Withhold Month.

- (3) **“Final Submission Month”** means six months after the last day of the Subject Month.
- (4) **“Subject Month”** means the month in which the Date of Service occurred that is under review for timely and accurate encounter data submission using the AP Standard.
- (5) **“Withhold Month”** means the month in which an APW will be applied to a Capitation Payment.

c. Contractor shall submit Valid Encounter Data, including Encounter Pharmacy Data, in accordance with the AP Standard not later than the last day of the Final Submission Month. For purposes of this section, the AP Standard allows for a delay factor that allows for Contractor delay of no more than 5% of non-pharmacy encounter claims for the Subject Month with prior notification to OHA for the following reasons:

- (1) Member’s failure to give the Provider necessary claim information;
- (2) Resolving local or out-of-area Provider claims;
- (3) Third Party Resource liability or Medicare coordination;
- (4) Member’s pregnancy;
- (5) Hardware or software modifications to Contractor’s health information system;
- (6) Unanticipated or justified delay that prevented Contractor timely and accurate submission, with an effective plan for resolution, reported by Contractor to OHA and agreed to in writing by OHA prior to the end of the Final Submission Month.

Documented delays due to OHA recognized system issues preventing timely submission or correction of encounter data, including systems issues preventing timely submission to the All Payer All Claims database, will not count as Contractor delay and do not fall within the 5% calculation.

d. For purposes of the APW methodology, all Valid Encounter Data, including Encounter Pharmacy Data, for a Subject Month must be submitted and accepted by OHA as meeting the AP Standard not later than the end of the Final Submission Month.

- e. OHA will send Contractor a Subject Month report within 30 days after the end of the Final Submission Month.
 - (1) If Contractor's Valid Encounter Data submissions for the Subject Month are complete and meet the AP Standard, OHA will issue a final Subject Month report and no withhold will occur.
 - (2) If Contractor's Valid Encounter Data submissions for the Subject Month have not met the AP Standard, OHA will provide a proposed Subject Month report. The proposed report will become final for purposes of the APW calculations 15 days after the date of the report, unless OHA receives from Contractor a written notice of appeal for the applicable Subject Month not later than 15 days after the date of the report. The notice of appeal from the Contractor must include written support for the appeal.
 - (3) Any appeal shall be conducted as an administrative review. The administrative review process will be conducted in the manner described in OAR 410-120-1580(4)-(6). Contractor understands and agrees that administrative review is the sole avenue for review of Subject Month reports for purposes of APW. The decision on administrative review shall result in a final Subject Month report if an appeal was timely filed.
 - (4) OHA will rely upon the final report to determine whether the Contractor is subject to an AP Withhold for the Subject Month and the withhold amount.
- f. If Contractor is subject to an AP Withhold pursuant to Subsection (5) of this section, after the conclusion of any appeal or the expiration of time to request an appeal, OHA will notify Contractor of the Withhold Month. In general, the AP Withhold for that Subject Month will be applied to the following calendar month's Capitation Payment.
- g. OHA will place AP Withhold amounts not paid to Contractor under Subsection (6) above into an AP pool. The AP pool consists of all AP Withhold amounts that are not distributed to any CCO, for a Subject Month, OHA will distribute the AP pool among CCOs that met the AP Standard for the Subject Month (eligible CCOs), allocated proportionately among eligible CCOs on the basis of Member Month Enrollment during the Subject Month. OHA will make AP pool distributions by separate payment to eligible CCOs after all AP appeals related to the Subject Month have been resolved.
- h. Contractor shall demonstrate to OHA through proof of Encounter Data Certification and Validation that Contractor is able to attest to the accuracy, completeness and truthfulness of information required by OHA, in accordance

with 42 CFR 438.604 and 438.606. Contractor shall submit the reports listed below to OHA as described in each report. The reports are available on the Contract Reports Web Site.

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