RON DESANTIS
GOVERNOR

MARY C. MAYHEW
SECRETARY

January 24, 2019

Statewide Medicaid Managed Care (SMMC) Contract Interpretation: 2019-01

Applicable to the **2018-2023 SMMC contract benefits** for:

- ☒ Managed Medical Assistance (MMA) and MMA Specialty
- ☒ Long-Term Care (LTC)
- ☒ Dental

Re: Notice of Adverse Benefit Determination (NABD)

The managed care plan must not delegate any aspect of the grievance and appeal system to its subcontractors. (Attachment II, Section VII.A.2.) The purpose of this contract interpretation is to clarify the contract provisions for issuing notices of adverse benefit determination.

The SMMC contract permits the managed care plan to delegate to a subcontractor the performance of utilization management functions as identified in Attachment II, Section VI.G. However, the managed care plan must not delegate to a subcontractor the responsibilities to notify the provider of the adverse benefit determination or to give the enrollee written notice of an adverse benefit determination. As required by Attachment II, Section VII., the managed care plan must provide the requesting provider and enrollee with a written notice of adverse benefit determination.

In addition to meeting all other applicable provisions specified in the contract regarding enrollee materials, the managed care plan must issue all notices of adverse benefit determination in compliance with the following terms:

- The managed care plan may allow the subcontractor to create the notice of adverse benefit determination with the individual enrollee information populated, but the managed care plan must issue (i.e., mail) all notices of adverse benefit determination to its enrollees.

- All notices of adverse benefit determination must be printed on the managed care plan's letterhead.

- The managed care plan may include in the signature block of the notice of adverse benefit determination the name and credentials of the licensed healthcare professional who made the medical necessity determination for the subcontractor on behalf of the managed care plan.

Nothing in this contract interpretation should be construed to limit the managed care plan's ability to delegate utilization management decision-making functions to a subcontractor (i.e., approving or denying service authorization requests), in accordance with requirements of the Contract.

Pursuant to Attachment II, Section XV.I.1., the managed care plan must submit, within twenty-one (21) days after the interpretation of the contract, a written dispute of the contract interpretation

directly to the Deputy Secretary; this submission must include all arguments, materials, data, and information necessary to resolve the dispute (to include all evidence, documentation and exhibits). All other provisions in this section apply.

Please submit such written requests to the following address:

Attn: Ms. Beth Kidder
Deputy Secretary for Medicaid
Agency for Health Care Administration
Attn: Managed Care Appeals/Disputes, MS #70
2727 Mahan Drive
Tallahassee, FL 32308

If you have any questions, please contact your Agency contract manager at (850) 412-4004.

Sincerely,

Shevaun Harris
Assistant Deputy Secretary for
Medicaid Policy and Quality

SH/sr