

MEDICAL HOME NETWORK REACH ACO, LLC  
("MHN REACH ACO")  
Compliance Policies and Procedures

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SECTION:	Ethics and Compliance	LAST REVISION DATE:	N/A
SUBJECT:	<b>Detecting &amp; Preventing Fraud, Waste, Abuse &amp; Overpayments</b>	LAST REVIEW DATE:	09.27.2022
POLICY NUMBER:	MRA.EC.015	APPROVED BY:	ERMC-Policy & Procedure Subcommittee

### I. POLICY

It is the policy of the MHN REACH ACO (the ACO) to ensure that all ACO Related Individuals act in accordance with all applicable Fraud, Waste and Abuse (FWA) laws as they relate to ACO activities; and to ensure proper compliance with available Safe Harbors or exceptions created by the Centers for Medicare and Medicaid Services (CMS) and the Office of Inspector General (OIG).

### II. PROCEDURAL GUIDELINES

1. The ACO requires that all ACO Related Individuals complete Compliance Training within 90 days of hire or contracting and on an annual basis thereafter. The training emphasizes the ACO's commitment to making compliance with Federal and State requirements a top priority, including but not limited to training related to Fraud, Waste and Abuse (FWA) laws.
2. The Compliance Officer is responsible for ensuring compliance with the FWA laws and utilizes the ACO's Monitoring & Oversight program to actively manage that requirement
3. CMS has determined that the Federal anti-kickback statute safe harbor for CMS-sponsored model arrangements (42 CFR §1001.952(ii)(1)) is available to protect ACO financial arrangements in so far as those arrangements:
  - a. Are reasonably related to the provision of ACO Activities;
  - b. Are reasonably determined by the ACO to advance one or more goals of the REACH ACO Model;
  - c. Do not induce providers or suppliers to furnish medically unnecessary items or services, or reduce or limit medically necessary items or services furnished to any patient;
  - d. Do not offer, pay, solicit, or receive remuneration in return for, or to induce or reward, any Federal health care program referrals or other Federal health care program business generated outside of the ACO REACH Model
  - e. Comply with the applicable sections of the Model Agreement, all safe harbor requirements set forth in 42 CFR §1001.952(ii)(1), and, where applicable, all requirements for PCC, APO and TCC Payment Arrangements; and
  - f. Are made in writing, in advance of or contemporaneous with the commencement of the arrangement, between or among the ACO, one or more ACO Participants or

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Preferred Providers, or a combination thereof.

4. Consistent with the requirements of the ACO REACH Model and all other applicable laws and regulations, the ACO shall not provide gifts or other remuneration to beneficiaries as inducements for receiving, or continuing to receive, items or services from ACO Participants or Preferred Providers.
5. The ACO may provide in-kind items or services to beneficiaries only if:
  - a. There is a reasonable connection between the items and services and the beneficiary's health care;
  - b. The items or services are preventive care items or services or advance a clinical goal for the beneficiary, including adherence to a treatment regime, adherence to a drug regime, adherence to a follow-up care plan, or management of a chronic disease or condition; and
  - c. The items or services are not Medicare-covered items or services for the beneficiary on the date the in-kind item or service is furnished to the beneficiary.
    - A. An item or service that could be covered pursuant to a Benefit Enhancement is considered a Medicare-covered item or service, regardless of whether the ACO has selected to participate in such Benefit Enhancement for the Performance Year.
  - d. The item or service is not furnished in whole or in part to reward the Beneficiary for designating, or agreeing to designate, a ACO Participant as his or her primary clinician, main doctor, main provider, or the main place where the Beneficiary receives care through Voluntary Alignment.
  - e. The item or service is furnished to a Beneficiary directly by the ACO, an ACO Participant or Preferred Provider.
6. For any in-kind item or service provided under Paragraph 5, above, the ACO maintains records including at least the following:
  - a. The nature of the in-kind item or service;
  - b. The identity of the Beneficiary that received the in-kind item or service;
  - c. The identity of the individual or entity that furnished the in-kind item or service; and
  - d. The date the in-kind item or service was furnished.
7. Any new initiatives developed by Operations are brought to Compliance for review to ensure compliance with applicable laws and regulations. If any of the Safe Harbors are to be utilized, Compliance will work with Operations and Legal to document their use. This documentation will include, but may not be limited to:
  - a. Details around the program including any payments to be made;
  - b. Purposes of the program and their relationship to the purposes of the ACO REACH Model; and
  - c. Approval of the use of a Safe Harbor by the ACO Governing Body.
4. This documentation will be maintained in accordance with the ACO's policy for record retention.
5. The Compliance Officer will maintain a log of any Safe Harbors utilized by the ACO.

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**III. FORMS**

None

**IV. REFERENCES AND ACCREDITATION AUTHORITIES**

ACO REACH Model Participation Agreement

42 CFR §1001.952(ii)(1)

**V. REVIEW STATEMENT**

MHN REACH ACO will maintain the status of this activity and conduct audits as appropriate to ensure compliance. This policy will be reviewed annually or in timely response to changes in local or federal regulations. Modifications to the policy will be made as needed.

**VI. CHANGE HISTORY**