PARTICIPATION AGREEMENT FOR SERVICES UNDER THE VETERANS ACCESS, CHOICE AND ACCOUNTABILITY ACT OF 2014 (Veterans Choice Program or VCP)

The following identifies the conditions a provider must agree and adhere to under Veterans Choice Program (VCP). Providers interested in serving Veterans within VCP must register online and digitally acknowledge they have read and agree to the following terms. Participation Agreements should not be mailed or faxed to Health Net Federal Services, LLC.

TERMS AND CONDITIONS

Provider understands and acknowledges that by agreeing to accept an authorization and/or appointment to provide services to a Veteran under the Veterans Access, Choice and Accountability Act of 2014 (Veterans Choice Program or VCP), provider affirmatively agrees to comply with all of the conditions, rules, and requirements for providers set forth therein. Once provider agrees to accept his/her first appointment under VCP, he/she further understands he/she is bound by the terms of this Participation Agreement (Agreement) for services provided to all subsequent Veterans. Either party may terminate this Agreement at any time. Provider understands and agrees that Health Net Federal Services, LLC (HNFS) does not have an obligation under this Agreement to assign or refer any minimum amount of Veterans.

A. GENERAL

1. In accordance with VCP, the U.S. Department of Veterans Affairs (VA) has authorized HNFS to authorize care, enter into agreements with providers to render care, and pay the provider on behalf of VA.

2. In order to receive payments under VCP, the community hospital or medical provider (hereafter “provider”) must enter into an agreement with HNFS to provide eligible Veterans with hospital care and/or medical services authorized by HNFS. This Agreement is effective upon the acceptance of an appointment to provide covered services to a Veteran under VCP.

3. Except for those provider categories otherwise authorized to participate in VCP, provider must be a health care provider who is participating in the Medicare program under title XVIII of the Social Security Act (42 U.S.C. 1952 et seq.) and meet all Medicare Conditions of Participation (CoPs) and Conditions for Coverage (CfCs). Provider agrees that every procedure, test, or other aspect of clinical care performed under this Agreement will be completed by a provider or clinician with demonstrated current competence through current, unrestricted privileges to provide care as required by Medicare CoPs and CfCs.

4. Any provider on the CMS exclusionary list shall be prohibited from providing services for or receiving payment from HNFS. All providers must comply with all applicable federal and state licensing and regulatory requirements, including but not limited to: maintaining an active, unrestricted license in the state in which the VCP service is performed; maintaining a Drug Enforcement Agency (DEA) number (as applicable); and possessing a current National Provider Identifier (NPI) number.

5. If provider is or has been licensed, registered or certified in more than one state, provider certifies that none of those states has terminated such license, registration or certification for cause, and that provider has not voluntarily relinquished such license, registration or certification in any of those states after being notified by that state of potential termination for cause.

6. Provider agrees to notify HNFS within 10 days if any state in which the provider is licensed, registered or certified terminates such license, registration or certification for cause, or if the provider voluntarily relinquishes such license, registration, or certification after being notified in writing by that state of potential termination for cause. Such termination or relinquishment is cause for immediate termination of this Agreement by HNFS.
7. Provider authorizes HNFS to use the information provided herein and to verify such information.

8. To receive payment under this Agreement, the provider must furnish only hospital care or medical services authorized by HNFS. The provider must contact HNFS to receive authorization prior to providing any medically necessary hospital care or medical services not identified in the authorization from HNFS. Health Net Federal Services must reauthorize care exceeding the time frame and/or number of authorized services indicated in the Veteran-specific provider packet. Emergency care may be covered when provided as part of the authorized episode of care.

9. Provider must submit a copy of all medical records and documentation concerning Veteran care provided under this Agreement to HNFS within 60 days from the initial and final date of service for outpatient care, or within 25 days from discharge for inpatient care. Provider agrees that failure to submit medical records and documentation within said time frames may result in recoupment of payment for services rendered.

10. Provider agrees to inform HNFS of any scheduled appointments that are missed by a Veteran. Neither HNFS nor the Veteran is responsible for the reimbursement of any fees or costs associated with missed appointments. Health Net Federal Services will only reimburse the provider in accordance with section C of this Agreement for authorized care and services actually furnished.

11. Provider agrees not to bill; charge; collect a deposit from; seek compensation, remuneration, or reimbursement from; or have any recourse against Veterans or persons acting on their behalf, other than HNFS or other health insurance for covered services authorized by HNFS. This provision shall not prohibit collection of copayments, coinsurance or deductibles of the Veteran's other health insurance.

12. Provider agrees that to the extent provider utilizes additional provider(s) to render services for the same episode of care for which provider has accepted an authorization, provider agrees to: (1) share with such other provider the terms and conditions of this Agreement and the relevant authorization and (2) obtain advance assurance from other provider, prior to other provider rendering any service or accepting an appointment, that it will abide by the terms of this Agreement.

13. If provider is an employee of VA, provider cannot act within the scope of such employment while providing hospital care or medical services through VCP.

14. Provider agrees to participate in, cooperate with and comply with the Health Care Management and Administration requirements in the Veterans Choice Participating Provider Handbook guide. Find detailed information on the requirements at www.hnfs.com/go/vcp/provider.html. Copies of records or documentation that are part of this program will be at no cost to the Veteran, HNFS or VA.

B. COVERED SERVICES

1. Covered services are those authorized by HNFS. The provider agrees to furnish only medically necessary care authorized by HNFS. If the provider believes the Veteran requires additional care not authorized by HNFS, the provider agrees to contact HNFS to request an authorization.

C. REIMBURSEMENT

1. Reimbursement for hospital care or medical services provided under this Agreement will be at the rate negotiated between HNFS and the provider in accordance with VCP, but will not exceed the rates paid by the United States to a provider of services or a supplier under the Medicare program under title XVIII of the Social Security Act for the same care or services. Rate agreed upon: 100 percent of Medicare rates.

2. For hospital care or medical services for which there are no published rates under the Medicare program, reimbursement will not exceed rates paid under VA's fee schedule. Rate agreed upon: 100 percent of VA's fee schedule rate.
D. PAYMENT RESPONSIBILITY

1. Health Net Federal Services will notify the provider if VA will be solely responsible for reimbursement for hospital care or medical services authorized. If so notified, the provider agrees to accept VA payment as payment in full for such services, and may not bill any other entity for such hospital care or medical services.

2. Health Net Federal Services will notify the provider if VA will be secondarily responsible for reimbursement for hospital care or medical services authorized. In that circumstance, the Veteran's health care plan, excluding Medicare and TRICARE, is primarily responsible for reimbursement of hospital care or medical services provided for a non-service connected disability; to the extent the health care plan covers such care or services. A health care plan is defined by VCP as an insurance policy or contract; medical or hospital service agreement; membership or subscription contract; or similar arrangement not administered by VA, under which health services are provided or the expenses of these services are paid; and does not include any such policy, contract, agreement, or similar arrangement pursuant to title XVIII or XIX of the Social Security Act (42 U.S.C. 1395 et seq.) (Medicare) or chapter 55 of title 10, United States Code (TRICARE). VA will act as secondary payer and promptly pay only the amount not covered by such health care plan (to include costs of care and the Veteran's associated cost-shares), not to exceed the rate determined for such care or services pursuant to section C of this Agreement.

3. The provider shall be responsible for seeking reimbursement for the cost of care or services from the health care plan described in paragraph (2) under which the eligible Veteran is covered, and provides HNFS with an itemized statement including amounts collected from a health care plan and, if applicable, amounts collected from the Veteran.

E. CLAIMS SUBMISSION

1. All invoices from the provider should be electronically submitted to HNFS. Payments to the provider will be made in accordance with the payment responsibilities identified in section D of this Agreement only after completion of the necessary course of treatment, including follow-up appointments and ancillary and specialty services; or after 120 days of such treatment, whichever comes first.

2. Under VCP, a provider under this Agreement may not collect any amount greater than the rate determined for care or services provided pursuant to section C of this Agreement.

F. ADMINISTRATIVE APPEALS

1. Appeals regarding payment of care rendered to a Veteran or denial of care rendered to a Veteran shall be submitted to HNFS. Anyone who disagrees with the initial decision denying the claim may obtain reconsideration by submitting a reconsideration request in writing to HNFS within 90 days of the date of the initial decision.

G. OTHER

1. If provider is or becomes a participating provider under VA's Patient-Centered Community Care program (PCCC), the terms of the HNFS PCCC Agreement, including the reimbursement rates contained therein, shall take precedence over this Agreement.

2. Further information describing the Veterans Choice Program participation requirements can be found at www.hnfs.com/go/vcp/provider.html.