PARTICIPATION AGREEMENT FOR SERVICES UNDER THE VETERANS ACCESS, CHOICE AND ACCOUNTABILITY ACT OF 2014

(“Veterans Choice Program” or “VCP”)

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 its first appointment under the Veterans Choice Program, it further understands that it 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 (“Health Net”) does not have an obligation under this Agreement to assign or refer to provider any minimum amount of Veterans.

A. GENERAL

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

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

3. Provider must be a health care provider that 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 the 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 Health Net. 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 Health Net within ten (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 Health Net.

7. Provider authorizes Health Net to use the information provided herein and to verify such information.

8. To receive payment under this Agreement, the provider must furnish only the hospital care or medical services authorized by Health Net. The provider must contact Health Net to receive authorization prior to providing any hospital care or medical services the provider believes are necessary that are not identified in the authorization Health Net submits to the provider. Care exceeding 60 days must be reauthorized by Health Net. This Agreement will not cover emergency care.

9. A copy of all medical records and documentation concerning a Veteran's care provided under this Agreement must be submitted to Health Net within ten (10) days from date of service for entry into the electronic medical record of the Veteran before VA can pay for the care. Provider agrees that failure to submit medical records and documentation (due to Health Net within ten (10) days of date of service), will result in no payment for services rendered.

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

11. Provider agrees not to bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Veteran or persons acting on their behalf, other than Health Net or Other Health Insurance for Covered Services authorized by Health Net. 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 any ancillary or other 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; (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; and (3) provide other provider's pertinent information to Health Net's Operation Center for Choice at (866) 606-8198.

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

14. Provider agrees to participate in, cooperate with and comply with the Health Care Management and Administration requirements of the VCP. Detailed information on the requirements can be found 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, Health Net or VA.

B. COVERED SERVICES

1. Covered services are those authorized by Health Net. The provider agrees to furnish only care that is authorized by Health Net and that is medically necessary. If the provider believes that additional care is needed that has not been authorized by Health Net, the provider agrees to contact Health Net to request an authorization.

PRACTICE LOCATION A

C. REIMBURSEMENT

1. Reimbursement for hospital care or medical services provided under this Agreement will be at the rate negotiated between Health Net and the provider in accordance with the 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% of Medicare rates

2. Reimbursement for hospital care or medical services for which there are no published rates under the Medicare program, reimbursement will not exceed the rates paid under the VA fee schedule.
   Rate Agreed Upon: 100% of the VA fee schedule rate

D. PAYMENT RESPONSIBILITY

1. Health Net will notify the provider if VA will be solely responsible for reimbursement for the 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 will notify the provider if VA will be secondarily responsible for reimbursement for the hospital care or medical services authorized. In that circumstance, a health-care plan of an eligible Veteran, 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 such care or services are covered by the health-care plan. A health-care plan is defined by the 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 that is not covered by such health-care plan (to include the costs of care and associated cost-shares of the Veteran), 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 providing Health Net 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 Health Net. Payments to the provider will be made in accordance with the payment responsibilities identified in section D of this Agreement only after the completion of the necessary course of treatment, including follow-up appointments and ancillary and specialty services, or after 60 days of such treatment, whichever comes first, and after submission by the provider of the medical records as described in paragraph (9) of section A of this Agreement.

2. Under the VCP, a provider under this Agreement may not collect any amount that is 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 Health Net. Anyone who disagrees with the initial decision denying the claim may obtain reconsideration by submitting a reconsideration request in writing to Health Net within 90 days of the date of the initial decision.

G. OTHER

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

2. Further information describing the Veterans Choice Program Participation Requirements for being a participating provider can be found at www.hnfs.com/go/vcp/provider.html.

Practice Location A			
Practice Street Address		Practice City	State
Telephone Number:	Fax Number:	Email Address:	Medicare Number:

Practice Location B			
Practice Street Address		Practice City	State Code
Telephone Number:	Fax Number:	Email Address:	Medicare Number:

Practice Location C			
Practice Street Address		Practice City	State Code
Telephone Number:	Fax Number:	Email Address:	Medicare Number:

BILLING INFORMATION			
Billing Name	Medicare Number	TIN	Type II NPI#
Billing Street Address		Billing City	State Code
Telephone Number:	Fax Number:	Billing Company Name: (if applicable)	

- Please list all MEDICAL PROFESSIONALS affiliated with group.
- ALL FIELDS ARE REQUIRED FOR PROCESSING FOR EACH PROVIDER LISTED.
- If a provider within your group has a license in multiple states, please provide a copy of each State License.

Physician Name (Last, First, MID)	Title	Date of Birth ____/____/_____	Social Security Number	Type I NPI	Primary Specialty
DEA Number:	Medicare Number:		License Number:_______________________________ Original Date:____/____/______ Expiration Date: ____/____/_______		Affiliate to Location: A ☐ B ☐ C ☐
Physician Name (Last, First, MID)	Title	Date of Birth ____/____/_____	Social Security Number	Type I NPI	Primary Specialty
DEA Number:	Medicare Number:		License Number:_______________________________ Original Date:____/____/______ Expiration Date: ____/____/_______		Affiliate to Location: A ☐ B ☐ C ☐
Physician Name (Last, First, MID)	Title	Date of Birth ____/____/_____	Social Security Number	Type I NPI	Primary Specialty
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Physician Name (Last, First, MID)	Title	Date of Birth ____/____/_____	Social Security Number	Type I NPI	Primary Specialty
DEA Number:	Medicare Number:		License Number:_______________________________ Original Date:____/____/______ Expiration Date: ____/____/_______		Affiliate to Location: A ☐ B ☐ C ☐

By submitting this information to Health Net, I understand that I am agreeing to the Participation Provider Agreement above.

____ ____________________

Signature Date

Click here to submit form