Texas Medicaid Addendum

The following provisions are required by the Texas Medicaid and/or CHIP programs. The Agreement shall be automatically modified to conform to subsequent amendments to such program requirements. Any purported modification to the Agreement inconsistent with such program requirements is not effective.

1) ***Liability***. In the event Health Plan becomes insolvent or ceases operations, Provider understands and agrees that its sole recourse against Health Plan will be through the Health Plan's bankruptcy, conservatorship, or receivership estate. (UMCC Att. A, §4.05(f).)

Provider understands and agrees that HHSC does not assume liability for the actions of, or judgments rendered against, Health Plan, its employees, agents or subcontractors. Further, Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against HHSC for any duty owed to Provider by the Health Plan or any judgment rendered against the Health Plan. HHSC's liability to Provider, if any, will be governed by the Texas Tort Claims Act, as amended or modified (Tex. Civ. Pract. & Rem. Code §101.001 et seq.). (UMCC Att. A, §4.05(f).)

2) ***Marketing***. Provider agrees to comply with HHSC's marketing policies and procedures, as set forth in the UMCC (which includes UMCM). (UMCC Att. B-1, §8.1.6, UMCM, Ch. 4.)

Provider is prohibited from engaging in direct marketing to enrollees that is designed to increase enrollment in a particular health plan. The prohibition should not constrain Providers from engaging in permissible marketing activities consistent with broad outreach objectives and application assistance. (UMCC Att. B-1, §8.1.6, UMCM Ch. 4)

3) ***Medicaid Provider Agreement***. Acute care providers serving Medicaid Members must enter into and maintain a Medicaid provider agreement with HHSC or its agent to participate in the Medicaid Program, and must have a Texas Provider Identification Number (TPIN). All Providers, both CHIP and Medicaid, must have a National Provider Identifier (NPI) in accordance with the timelines established in 45 C.F.R. Part 162, Subpart D (for most Providers, the NPI must be in place by May 23, 2007.) (UMCC Att. B-1, §8.1.4.)

4) ***Member Communications***. Health Plan is prohibited from imposing restrictions upon Provider's fee communication with a Member about the Member's medical conditions, treatment options, Health Plan referral policies, and other Health Plan policies, including financial incentives or arrangements and all managed care plans with whom Provider contracts. (UMCC Att. A, §7.02, and BAA §438.102.)

5) ***Primary Care Physicians (PCPs)***. To the extent Provider is a primary care physician:

a. Provider shall be accessible to members 24 hours per day, 7 days per week. (UMCC Att. B01, §8.1.4.)
b. Provider shall provide preventative care (i) to children under age 21 in accordance with AAP recommendations for CHIP Members and the THSteps periodicity schedule published in the THSteps Manual for Medicaid Members; and (ii) to adults in accordance with the U.S. Preventative Task Force requirements. (UMCC Att. B-1, §8.1.4.2.)

6) **Access to Records**

The Network Provider agrees to provide the Texas Health and Human Services Commission (HHSC):

1. all information required under the Network Provider contract, including but not limited to the reporting requirements and other information related to the Network Provider's performance of its obligations under the contract; and
2. any information in its possession sufficient to permit HHSC to comply with the federal Balanced Budget Act of 1997 or other federal or state laws, rules, and regulations.

All information must be provided in accordance with the timelines, definitions, formats, and instructions specified by HHSC. (HHSC Att. E)

7) **Advance Directives**

Provider must comply with the requirements of state and federal laws, rules and regulations relating to advance directives. (HHSC Att. E)

8) **Audit or Investigation**

The Network Provider agrees to provide the following entities or their designees with prompt, reasonable, and adequate access to the Network Provider contract and any records, books, documents, and papers that are related to the Network Provider contract and/or the Network Provider's performance of its responsibilities under this contract:

1. HHSC and MCO Program personnel from HHSC;
2. U.S. Department of Health and Human Services;
3. Office of Inspector General and/or the Texas Medicaid Fraud Control Unit;

4. an independent verification and validation contractor or quality assurance contractor acting on behalf of HHSC;
5. state or federal law enforcement agency;
6. special or general investigation committee of the Texas Legislature; and
7. any other state or federal entity identified by HHSC, or any other entity engaged by HHSC.

The Network Provider must provide access wherever it maintains such records, books, documents and papers. The Network Provider must provide such access in reasonable comfort and provide any furnishings, equipment, and other conveniences deemed reasonably necessary to fulfill the purposes described herein. (HHSC Att. E)

9) **Claims Payment**

MCO will provide the Network Provider at least 90 days notice prior to implementing a change in the above-reference claims guidelines. Unless the change is required by statute or regulation in a shorter timeframe.

The MCO must notify Network Providers in writing of any changes in the list of claims processing or adjudication entities at least 30 days prior to the effective date of change. If MCO is unable to provide 30 days notice, the MCO must give Network Providers a 30-day extension on their claims filing deadline to ensure claims are routed to correct processing center.

The MCO shall adjudicate (finalize as paid or denied adjudicated) clean claims within 30 days from the date the claim is received by the MCO. The MCO will pay Network Providers interest at a rate of 1.5% per month (18% per annum) on all clean claims that are not adjudicated within 30 days. (HHSC Att. E)

10) **Complaints**

The Network Provider understands and agrees that HHSC reserves the right and retains the authority to make reasonable inquiry and conduct investigations into Provider and Member complaints. (HHSC Att. E)

11) **Confidentiality**

Network Provider must treat all information that is obtained through the performance of the services included in this Network Provider contract as confidential information to the extent that confidential treatment is provided under state and federal laws, rules, and regulations. This includes, but is not limited to, information relating to applicants or recipients of HHSC Programs.

Network Provider shall not use information obtained through the performance of this Network Provider contract in any manner except as is necessary for the proper discharge of obligations and securing of rights under this contract. (HHSC Att. E)

12) **Confidentiality – HIPAA**

Network Provider shall not transfer and identifiable Member record, including a patient record, to another entity or person without written consent from the Member or someone authorized to act on his or her behalf; however, Network Provider understands and agrees that HHSC may ask it to transfer a Member record to another agency if HHSC determines that the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the Member. (HHSC Att. E)

13) **Costs of Non-covered Services**

The Network Providers must inform Members of the costs for non-covered services prior to rendering such services and must obtain a signed Private Pay form from such a Member. (HHSC Att. E)

14) **Fraud and Abuse**

The Network Provider understands and agrees to the following:

1. HHSC Office of Inspector General ("OIG") and/or the Texas Medicaid Fraud Control Unit must be allowed to conduct private interviews of Network Providers and their employees, agents, contractors, and patients;
2. requests for information from such entities must be complied with, in the form and language requested;
3. Network Providers and their employees, agents, and contractors must cooperate fully with such entities in making themselves available in person for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trials and in any other process, including investigations at the Network Provider's own expense; and
4. compliance with these requirements will be at the Network Provider's own expense. (HHSC Att. E)

The Network Provider understands and agrees to the following:

1. Network Providers are subject to all state and federal laws and regulations relating to fraud, abuse or waste in health care and the Medicaid and/or CHIP Programs, as applicable;
2. Network Providers must cooperate and assist HHSC and any state or federal agency that is charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste;
3. Network Providers must provide originals and/or copies of any and all information, allow access to premises and provide records to the Office of Inspector General, HHSC, the Centers for Medicare and Medicaid Services (CMS), the U.S. Department of Health and Human Services, FBI, TDI, the Texas Attorney General's Medicaid Fraud Control Unit or other unit of state or federal government, upon request, and free-of-charge;
4. if the Network Provider places required records in another legal entity's records, such as a hospital, the Network Provider is responsible for obtaining a copy of these records for use by the above-named entities or their representatives; and
5. Network Providers must report any suspected fraud or abuse including any suspected fraud and abuse committed by MCO or a Member to the HHSC Office of Inspector General. (HHSC Att. E)

15) **Laws, Rules, and Regulations**

The Network Provider understands and agrees that it is subject to all state and federal laws, rules, regulations and waivers that apply to the Network Provider Contract, the HMO Program, and all persons or entities receiving state and federal funds. The Network Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Network Provider contract, or any violation of the Texas Health and Human services Commission/MCO contract could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law. (HHSC Att. E)

("DENTAL OFFICE")	**LIBERTY DENTAL, P.A. ("LIBERTY"):**
Authorized Signature	Signature
Print Name	Print Name
Title	Title
Date	Date
Individual TPI#	
Group TPI#	